



AGENDA  
CITY COMMISSION MEETING  
COMMISSION CHAMBERS, CITY HALL  
MONDAY, JANUARY 09, 2017 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS: None

3. PRESENTATIONS: None

4. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Organizational meeting held January 3, 2017
2. Regular meeting held December 19, 2016
3. Regular meeting held December 12, 2016

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement for professional design services with Hydro Solutions Consulting, LLC for the installation of a sewage pump at the Canal Street Wastewater Treatment Facility for a not to exceed amount of \$27,204.10; and providing an effective date.
2. Purchase request by the Public Works Wastewater Division for the purchase of 57 new radio modems for the Supervisory Control and Data Acquisition (SCADA) system at the City's lift stations.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, approving the appointment of John Kriete to serve a two year term ending December 31, 2018, as a Trustee on the Leesburg Firefighters' Retirement Plan; and providing an effective date.
  2. Resolution of the City Commission of the City of Leesburg, Florida, approving the appointment of Ronny Goeler to serve a two year term ending December 31, 2018, as a Trustee on the Leesburg Firefighters' Retirement Plan; and providing an effective date.
  3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute an agreement for emergency services between the City of Leesburg and Lake Emergency Medical Services, Inc. for the purpose of providing responsibility for emergency incidents at or near Leesburg International Airport; and providing an effective date.
  4. Resolution of the City Commission of the City of Leesburg, Florida creating authorized signatories as required by CenterState Bank to honor all checks, drafts, or other orders for payment of money drawn in the name of the City of Leesburg; providing a sample of said individuals signatures; and providing an effective date.
  5. Resolution of the City Commission of the City of Leesburg, Florida, adopting the modified recreation part-time temporary pay grades and rates; and providing an effective date.
  6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Joint Participation Agreement with the FDOT for landscaping at the US Highway 27 @ US Highway 441 intersection; and providing an effective date.
  7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the release of the Automatic Statutory Reservation of Petroleum and Mineral Rights under Chapter 270.11(1), Florida Statute (2016) on property lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida, as described in the attached Exhibit "A"; and providing an effective date.
5. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
- A. Second reading of an ordinance deleting Sections 2.168.1 and 2.168.2, and creating Section 7-170, establishing a Facade, Sign and Landscape Grant Program.
  - B. Commissioner appointment to Airport Advisory Board
6. INFORMATIONAL REPORTS: None  
No action required.
7. CITY ATTORNEY ITEMS:

8. CITY MANAGER ITEMS:

9. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

**MINUTES OF THE CITY COMMISSION MEETING  
TUESDAY, JANUARY 3, 2017**

The City of Leesburg Commission held its Organizational meeting Tuesday, January 3, 2017, in the Commission Chambers at City Hall. Mayor Pro-Tem Bone called the meeting to order at 5:31 p.m. with the following members present:

Commissioner John Christian  
Commissioner Elise Dennison  
Commissioner Dan Robuck  
Mayor Pro Tem Bob Bone

Mayor Jay Hurley was absent. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Christian gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

**ELECTED BOB BONE MAYOR FOR 2017**

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Commissioner Christian nominated Commissioner Bob Bone for Mayor and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Dennison	Yes
Mayor Bone	Yes

Four yeas, no nays, the nomination was approved.

Mayor Bone stated it will be his pleasure to serve. This is exciting and he has enjoyed serving with the Commission the last two years and looks forward to the good things we are doing here in Leesburg.

**ELECTED DAN ROBUCK MAYOR PRO-TEM FOR 2017**

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Commissioner Christian nominated Commissioner Dan Robuck as Mayor Pro-Tem and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Bone	Yes

Four yeas, no nays, the nomination was approved.

**APPOINTMENTS:**

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**Personnel Committee**

## **MINUTES OF THE CITY COMMISSION MEETING TUESDAY, JANUARY 3, 2017**

Commissioner Christian  
Commissioner Dennison

### **Lake Community Action Agency**

Commissioner Christian  
Commissioner Hurley, Alternate

### **Lake County League of Cities Board of Directors**

Commissioner Robuck  
Mayor Bone, Alternate

### **Florida League of Cities**

Commissioner Dennison  
Commissioner Robuck, Alternate

### **Metropolitan Planning Organization**

Mayor Bone  
Commissioner Robuck, Alternate

### **St John's River Water Management District Liaison**

Commissioner Hurley

### **Florida Municipal Power Agency**

Electric Director Patrick Foster  
City Manager Al Minner, Alternate

### **Florida Municipal Electric Association**

City Manager Al Minner  
Electric Director Patrick Foster, Alternate

### **Florida Municipal Power Agency Policy Makers Liaison Committee**

Commissioner Robuck  
Mayor Bone, Alternate

### **Leesburg Center for the Arts**

Commissioner Dennison

### **Leesburg Partnership**

Commissioner Hurley  
Mayor Bone, Alternate

### **Airport Advisory Board**

Mayor Bone's representative is Bobby Wroten  
Commissioner Robuck's representative is Byron Oldham  
Commissioner Dennison's representative is Alan Reisman  
Commissioner Christian to provide his representative at January 9<sup>th</sup> meeting  
Commissioner Hurley to provide his representative at the January 9<sup>th</sup> meeting

### **Recreation Advisory Board**

Commissioner Christian keeps Wendell Perry

## MINUTES OF THE CITY COMMISSION MEETING TUESDAY, JANUARY 3, 2017

Commissioner Robuck keeps Ashley Hunt  
Mayor Bone keeps Vonda Parker  
Commissioner Dennison keeps Jimmy Burry  
Commissioner Hurley to provide at the January 9<sup>th</sup> meeting

Commissioner Christian moved to accept the appointments as presented and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Bone	Yes

Four yeas, no nays, the Commission adopted the appointments.

### **CITY MANAGER ITEMS:**

**CM Minner** stated his is extremely excited about 2017, thinks it is shaping up to be a real fantabulous one for the City of Leesburg, where a bunch of irons in the fire are just starting to turn red, so hopefully we get those things moving. He also wanted to reminded everyone that we are on back to schedule with our regular meetings starting next Monday. Also, on January 12<sup>th</sup> there will be one of our first public workshops to introduce some concepts on the Ski Beach improvements at the Community Building and he believes that starts at 5:30 p.m. Essentially, this workshop is set up to obtain some public input as we move into the design phase.

### **ROLL CALL:**

**Commissioner Dennison** reminded everybody that at the Armory this Saturday there will be a Vietnam pinning ceremony and it is going to be rather large as they are expecting between 300 to 500 people. She thanked everybody for the last four years, stating we have accomplished much, and she thinks the next four years are really going to be exciting in this city. She told the city manager the other day, while in Atlanta, she saw a website where Leesburg is among the top 25 places to retire in Florida, and one of the top 100 in the United States. She thinks Leesburg is being noticed, so let's keep up the good work.

**Commissioner Robuck** stated he is excited about 2017 and all the great things happening in Leesburg.

**Commissioner Christian** stated watching the news, he saw where the Villages purchased 2,327 acres near the Okahumpka service plaza and it looks like 27 Okahumpka is really going to be booming with retirees which is good. He hopes this will also bring some economic development and some jobs for people under the age of 50 who can also notice Leesburg and build some houses. He is also excited about 2017.

**Mayor Bone** stated he is looking forward as serving as your Mayor, and appreciates the opportunity. He also thinks it will be an exciting year, as it has been a good couple years and looks forward to the growth. Mentioning that Leesburg is getting some recognition,

**MINUTES OF THE CITY COMMISSION MEETING TUESDAY, JANUARY 3, 2017**

he happened to hear the High School Band director speak this morning at Rotary and he told the story of how they came about to be selected as one of the invitees and it came from them participating in competitions up in Gainesville. When the Army put together this group to select bands to come participate in their event, this one gentleman, one of the judges, remembered Leesburg High School and how well they performed in Gainesville, and made sure to contact Leesburg High School because of that connection, because of what he saw and heard. So it is kind of a reminder that in a way, we are all emissaries of the City of Leesburg in everything we do, and every citizen of Leesburg with your home, your job, what you do and how you spend your money in business and services around town. He thinks if we are all positive and knows we have a positive Commission about Leesburg and kind of cheerleaders for how Leesburg is, and if we keep that up and as these growths happen in the Villages and around us, we will have good opportunities. He looks forward to those and with Al and our staff helping make things happen this year and years to come. Mayor Bone wished everyone a good new year.

**ADJOURN:**

Commissioner Christian moved to adjourn the meeting and the meeting adjourned at 5:49 p.m.

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Mayor

ATTEST:

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J. Andi Purvis  
City Clerk & Recorder

**MINUTES OF THE CITY COMMISSION MEETING  
MONDAY, DECEMBER 19, 2016**

The City of Leesburg Commission held a regular meeting Monday, December 19, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:33 p.m. with the following members present:

Commissioner Bob Bone  
Commissioner John Christian  
Commissioner Elise Dennison  
Commissioner Dan Robuck  
Mayor Jay Hurley

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Dennison gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

MAYOR'S AWARD:

Mayor Hurley stated tonight's recipient is actually last week's nominee.

Mr. Bob Peters was presented the Mayor's Award from December 12th for his work, service, and passion for our Veterans.

Mayor Hurley stated the nominee for tonight was unable to attend due to holiday travel and asked if the commission would grant him the opportunity to present that award in January, since they were nominated, and he would greatly appreciate it.

PRESENTATIONS:

Public Works Director (PWD) DC Maudlin presented Archie Cooper with a Plaque of Appreciation for his 30 years of dedicated service (November 10, 1986 through November 10, 2016) to the City of Leesburg and its citizens.

**CONSENT AGENDA:**

Mayor Hurley stated staff has asked that items 5.C.3 (Petroleum and Mineral Rights) and 5.C.4 (JPA with FDOT) be pulled as they are not quite prepared to introduce them yet.

**Item pulled for discussion:**

5.B.1 – Jeromes Masonry, Inc.

Commissioner Christian moved to adopt the Consent Agenda except for 5.C.1 and Commissioner Bone seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes



## MINUTES OF THE CITY COMMISSION MEETING MONDAY, DECEMBER 19, 2016

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Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

### RESOLUTION 9930

Resolution of the City Commission of the City of Leesburg amending the fiscal year 2015-16 for the General, Carver Heights CRA, Capital Projects, Gas, Water, Airport, Recreation Impact Fees and Police Forfeiture funds for the Fourth Quarter; and providing an effective date.

### RESOLUTION 9931

Resolution of the City Commission of the City of Leesburg amending the fiscal year 2016-17 for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Hwy 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Communications, Solid Waste, Airport, Fleet, Recreation Impact Fees, Gas Tax and Discretionary Sales Tax Fund for carryovers from fiscal year 2015-16; and providing an effective date.

### **ADOPTED RESOLUTION 9932 A CONSTRUCTION SERVICES AGREEMENT WITH JEROMES MASONRY, INC. FOR THE REHABILITATION OF A PAVILION AT VENETIAN GARDENS**

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH JEROMES MASONRY, INC. FOR THE REHABILITATION OF A PAVILION AT VENETIAN GARDENS FOR AN AMOUNT NOT TO EXCEED \$51,365.00; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Robuck stated he needs to abstain as Jeromes is a customer of Ro-Mac.

Commissioner Bone asked with the plans for the changes at Venetian Gardens, if this is going to be consistent with that and not something to come back later for consideration.

CM Minner stated this pavilion is going to be part of the passive recreational area of Ski Beach and it will fit in nicely.

The roll call vote was:

Commissioner Christian	Yes
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Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Abstain
Mayor Hurley	Yes

Four yeas, one Abstain, no nays, the Commission adopted the resolution.

### **FIRST READING OF AN ORDINANCE ESTABLISHING A FACADE, SIGN AND LANDSCAPE GRANT PROGRAM**

Commissioner Bone introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, DELETING §2.168.1 AND §2.168.2 AND CREATING §7-170 OF THE CITY OF LEESBURG CODE OF ORDINANCES, ESTABLISHING A FACADE, SIGN AND LANDSCAPE GRANT PROGRAM; EXPRESSING THE PURPOSE, ELIGIBLE LOCATIONS; CREATING AN APPLICATION PROCESS AND CRITERIA; SETTING FORTH REQUIREMENTS AND CONDITIONS; IMPLEMENTING PROCEDURES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Christian requested comments from the Commission and the audience. There were none.

### **INFORMATIONAL REPORTS:**

#### **FY 2016 4th Quarter Financial Reports**

Commissioner Robuck made motion to approve the FY 2016 4thh Quarter Financial Reports and Commissioner Christian seconded the motion.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission approved the FY 4th Quarter Financial Reports.

**CITY ATTORNEY ITEMS: None**

**CITY MANAGER ITEMS: None**

**PUBLIC COMMENTS: None**

**ROLL CALL:**

**Commissioner Dennison** stated she heard a complaint today about the Christmas Stroll with the kids bounce house and the face painting, that they were being charged \$10 a child. She asked if this is true. **Joanie Smalley** stated it was \$10 to be on the bounce house all night and the face painting was \$3; those were separate fees per vendor. **Commissioner Dennison** stated she just wanted to get that clear because we cannot price out our citizens of Leesburg for giving their kids a good time. She thanked Ms. Smalley for clearing that up and stated that was another Facebook disaster, and for all those on television, it was not true. Commissioner Dennison wished everybody a Merry Christmas and a Happy New Year and stated if you are traveling, please travel safely, have a great time and she wants to see everyone back here in January. Thank you for a great year.

**Commissioner Robuck** thanked the commission for putting up with him for another year; joking no one threw anything at him, so that is certainly a positive. He thinks it has been a great year for Leesburg and is really excited about 2017. He wished everyone a Merry Christmas and Happy New Year.

**Commissioner Christian** echoed Commissioner Robuck in wishing a Merry Christmas to everyone and looking forward to a great 2017. He stated many probably saw the new where we had another shooting in Leesburg; a young man was shot in the face and he hopes we are doing everything possible to make sure everyone in Leesburg feels safe. He thinks no resident should feel uncomfortable living in their neighborhood, and hopes we are being vigilant as citizens, as well as law enforcement, to make sure everyone feels safe during this holiday season. He also mentioned that the greenery around the signs on Susan Street needs to be trimmed.

**Commissioner Bone** stated he saw the news report on the shooting and thinks it is a shame that it happened and wishes the best for the victim and his family. He does not consider those to be the real, true reflection of what Leesburg is, and while those where events are happening in many places, we do not want them to happen here. He wished everyone a good Christmas and a New Year with love, joy, gentleness, and long suffering with everything we go through individually and as a community.

**Mayor Hurley** stated he has had a wonderful time and considers it a great honor to serve as Chair for the Commission this year; it has been sincerely a great year. He thinks we have had some remarkable accomplishments and have set ourselves for great things to come as we move into the next year and think it is going to even more exciting. He stated he will not be in attendance at the Organizational meeting in January as he will be out of state. He requested to be placed back on the Partnership, as he stepped down this year, and to also remain serving on the MPO board. He stated the Chamber breakfast was wonderful and he appreciates all the department heads who came out and the staff that made it possible; he always thinks it is a great thing. He thinks people are really surprised at all the things we have accomplished in the city this year; we have saved a lot money and have a lot of good stuff going forward. Mayor Hurley thinks we have ended this year on a great note, and wished everyone Merry Christmas and Happy New Year. He asks that we be mindful of others because not everybody always feels the same joy that we feel at this time of year; a lot of people are sad, depressed, have lost love ones

**MINUTES OF THE CITY COMMISSION MEETING MONDAY, DECEMBER 19, 2016**

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this year having to go through the holidays without them, and so many people just need an encouraging word. Please try to keep others in mind as you go through the season remembering the reason for the season. Merry Christmas and Happy New Year.

**ADJOURN:**

The meeting adjourned at 5:56 p.m.

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Mayor

**ATTEST:**

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J. Andi Purvis  
City Clerk & Recorder

**MINUTES OF THE CITY COMMISSION MEETING  
MONDAY, DECEMBER 12, 2016**

The City of Leesburg Commission held a regular meeting Monday, December 12, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:33 p.m. with the following members present:

Commissioner Bob Bone  
Commissioner John Christian  
Commissioner Elise Dennison  
Commissioner Dan Robuck  
Mayor Jay Hurley

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Robuck gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the Carver Heights / Montclair Area Community Redevelopment Agency meeting immediately prior to this meeting.

PROCLAMATIONS: None

**MAYOR'S AWARD:**

Mayor Hurley stated our next meeting will have two Mayor Award presentations as tonight's recipient was unable to attend.

PRESENTATIONS: None

**CONSENT AGENDA:**

**Item pulled for discussion:**

**5.C.3** = Utility Easement from Ro-Mac Lumber & Supply, Inc.

Commissioner Bone moved to adopt the Consent Agenda except for 5.C.3 and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES: None

**APPROVED**

Purchase request by the Public Works Department for the purchase of lift station pumps and pump packages for 4 lift stations from Barney's Pumps for a total amount of \$49,639.

RESOLUTION 9923

## MINUTES OF THE CITY COMMISSION MEETING MONDAY, DECEMBER 12, 2016

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Resolution of the City Commission of the City of Leesburg, Florida approving the adoption of the American Public Power Association (APPA) Safety Manual (the current 15th Edition and all future Editions) as the official Safety Manual of the Electric Department's overall safety program; and providing an effective date.

### RESOLUTION 9924

Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Utility Easement from Walling Crate Company to the City of Leesburg, Florida for property lying in Section 22, Township 19 South, Range 24 East, in the City of Leesburg, Lake County, Florida; and providing an effective date.

### RESOLUTION 9925

Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Utility Easement from The Oaks of Leesburg Condominium Association, Inc., to the City of Leesburg, Florida, for property located in The Oaks of Leesburg, Phase I, A Condominium, Lake County, Florida; and providing an effective date.

### RESOLUTION 9926

Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Utility Easement from Dennis L. Bain and Patricia S. Bain, Co-Trustees, to the City of Leesburg, Florida, for property located in Lot 16, The Arbors of Lake Harris, Lake County Florida; and providing an effective date.

### RESOLUTION 9927

Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Quit Claim Deed from Dennis L. Bain and Patricia S. Bain, Co-Trustees, to the City of Leesburg, Florida, for property lying Tract "A", Palm Harbor Subdivision, in the City of Leesburg, Lake County, Florida; and providing an effective date.

### RESOLUTION 9928

Resolution of the City Commission of the City of Leesburg, Florida authorizing the City of Leesburg Recreation Department to implement a Parks and Recreation Facility Adopt - A - Bench program; and providing an effective date.

### **ADOPTED RESOLUTION 9929 ACCEPTING AND APPROVING A UTILITY EASEMENT FROM RO-MAC LUMBER & SUPPLY, INC.**

Commissioner Christian introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA ACCEPTING AND APPROVING A  
UTILITY EASEMENT FROM RO-MAC LUMBER & SUPPLY,  
INC., TO THE CITY OF LEESBURG, FLORIDA FOR PROPERTY  
LYING IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24  
EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN  
EFFECTIVE DATE.

## MINUTES OF THE CITY COMMISSION MEETING MONDAY, DECEMBER 12, 2016

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Commissioner Christian moved to adopt the resolution and Commissioner Bone seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Robuck asked if he needed to abstain on the easement and CA Morrison replied no.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the resolution.

### **SELECTION OF REPRESENTATIVE FOR THE LAKE SUMTER COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) – BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE (BPAC)**

Mayor Hurley thinks someone should select Commissioner Bone as he obviously likes bicycles and bicycle trails.

Commissioner Bone stated he would not mind doing this, but thinks it should be a staff person or even a citizen to be on this committee.

Commissioner Robuck stated he reached out to Sandy Stokes but has not heard back from him. CM Minner stated he thinks Sandy, Joe, or Travis would also be good nominations.

Mayor Hurley stated bicycles are parks and recreation and asked Recreation Director Travis Rima if he would be willing to serve on this committee if selected and RD Rima replied he would love to.

Commissioner Christian moved that Recreation Director Travis Rima be the city's representative for the BPAC and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission selected Recreation Director Travis Rima to serve on the MPO BPAC.

### **SELECTION OF REPRESENTATIVE TO THE REGION 5 TRAUMA AGENCY EXECUTIVE COMMITTEE**

## **MINUTES OF THE CITY COMMISSION MEETING MONDAY, DECEMBER 12, 2016**

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Commissioner Dennison stated she would not mind serving on this committee.

Commissioner Christian stated so moved.

Mayor Hurley asked for any further discussion, there was none.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission selected Commissioner Elise Dennison to serve on the Region 5 Trauma Agency Executive Committee.

Mayor Hurley stated he understands there are some vacancies on the Airport Advisory Board. CM Minner stated the December meeting was canceled and would suggest that the Commission think about their representatives and make the appointments at its organization meeting in January.

### **CITY MANAGER ANNUAL PERFORMANCE EVALUATION**

Commissioner Christian thinks the City Manager has been doing a very good job and gave him all 4's, except one 3.5, and a 5. He loves the many new ideas the City Manager brings to the Commission and thinks he does a good job listening to other new ideas from the Department Heads and does challenge them to find better ways to do business.

Commissioner Robuck gave the City Manager mostly 5s and a 4 on supervision, stating he feels the City Manager now has the city under control and thinks after two years it would be appropriate to delegate a little more to the department heads. He thinks the City Manager does a fantastic job here in Leesburg and when you look at where the city was several years ago, kind of the laughing stock of Lake County, but right now he would not trade Leesburg's position for any city in Lake County, and thinks we are really doing things the right way. Commissioner Robuck provided salary comps he found from other cities as to their city manager salaries and stated he would like to discuss this. He pulled some of the bigger cities in Lake County, and also pulled some from outside who are much larger than Leesburg, but have electric utilities, and those are ones that while we are not comparable would be our competition. He thinks it is pretty convincing that Leesburg has some ground to make up because Clermont and Tavares are significantly higher, but those cities have much smaller budgets than Leesburg. He personally feels we should be near the \$200,000 number for salary, which would put us above the other local cities, and would like to see us do something.

Mayor Hurley asked if the city manager's contract is set on a step plan.

CM Minner stated no, it is annual review by the city Commission. He was brought in at \$145,000 three years ago and is at \$145,000 right now.



## MINUTES OF THE CITY COMMISSION MEETING MONDAY, DECEMBER 12, 2016

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Mayor Hurley agrees whole heartedly with Commissioner Robuck, and thinks while there are areas everyone needs to work on, Al has done a tremendous job as far as not only bringing the city around, but also helping to bring the Commission together as a unit. He wants him to feel appreciated when he comes to work and that his pricing is competitive with what he can get in a much smaller agency, but it is probably easier here because we have a better staff.

Commissioner Dennison thinks this should be talked about at a later time, but sees where everybody is coming from.

Commissioner Bone stated he would like to talk about this tonight. He did not fill out his form, but has had direct conversation with the city manager. He thinks Al does a great job for Leesburg, not just for the city government, but also for the community with his involvement. He would rate the city manager very high with 4's and 5's across the board and thinks a strong point he brought with him to the city is finding the right people to serve in positions and then also developing those who were already here. He thinks Leesburg has a great staff and there is a reflection on each other, and the work our staff does reflects well on Al and his leadership. He thinks we need to keep him here and hopes that he stays happy and continues with the direction he is taking the city in now.

CM Minner stated he would like to see conclusion on this tonight just because it is uncomfortable to go through a review although he does accept that every week you walk in to the commission meeting, you are only as good as your last day. He appreciates Commissioner Robuck's remarks, and thinks some of those numbers spoken of are extremely generous and understands the philosophy there, but a package that high would truly make him uncomfortable in managing this organization. As food for thought, he stated should the Commission go with the straight COLAs over the past 3 years (5% in 2015, 3% in 2016, and a 3% in 2017), he did not receive any of those, but if he had received those COLAs would be at \$161,522 right now and if that is a number the Commission would entertain, he would certainly appreciate it.

Commissioner Dennison stated she did not realize the City Manager was not receiving the COLAs.

Mayor Hurley stated he likes the number \$175,000. Commissioner Robuck agreed that is a more appropriate number; still below Tavares but above Clermont, and thinks there should be recognition for performance.

Commissioner Dennison and Commissioner Bone agreed.

Commissioner Robuck made motion to move the city manager's salary to \$175,000 and that he receive future COLAs unless the Commission specifically deems otherwise and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes

## MINUTES OF THE CITY COMMISSION MEETING MONDAY, DECEMBER 12, 2016

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Mayor Hurley

Yes

Five yeas, no nays, the Commission adopted the motion.

Commissioner Dennison stated she did not have the form, and last year gave very high ratings to which the city manager has continued to improve. Her only negative is that we never agreed on micro-management, but since that is your way of doing things and it is working, please continue. The only thing she would like to see is with new procedures, new customer service things, financial procedures, or anything new in any of the departments, is to actually see an engineering process flow chart so the Commission knows what this procedure is, what is to be done, the training and everything else; would like it to be more formalized.

CM Minner agrees and will work with staff on the flow charts and processes that we can do better on.

Mayor Hurley stated he gave the city manager high marks across the board, with one 3 on the city manager maintains a standard of respect for Department heads abilities to encourage their initiative, as he also struggles with the micro-management issue. He understands kind of why some people do that, to make sure they have control of what is going on, but as Commissioner Robuck hit on earlier, there are two things that happen if you do not: 1) people are not going to speak out and come to their full potential, and in his opinion, 2) it ties your hands much more when you have to worry about so many different departments and micro-managing them all. With the projects coming up now, he thinks taking some of that worry off the city manager's plate, with his years with the city and the staff he has hired, it is going to be necessary that he is able to convey more time personally to some of these larger projects. He left the council relationship blank, and this is just his perspective, but sometimes in communications he gets frustrated because he thinks that as a commissioner every input is valid and sometimes the city manager has already counted to three in his head and he can always tell how the conversation is going to go. So he would like the city manager to A) fake it better, or B) really give more creed to everyone's opinion even though you know three of them are already leaning one way. Those were his only two critiques and he will get those comments written in and submit the form to the city clerk.

**INFORMATIONAL REPORTS: None**

**CITY ATTORNEY ITEMS: None**

**CITY MANAGER ITEMS:**

**CM Minner** stated as to the Bay Shore Park property that the city purchased where we are planning to put a park, there is a meeting tomorrow, Tuesday, at 5:30 p.m. in the East room of the Community building. The Parks and Recreation committee is having a public meeting to gather input on how to develop that.

**CM Minner** stated the fountain out front of city hall is in dire need of repair and that repair can be very simple, within his budget perimeters of about \$25,000. But before moving to getting it fixed, he thinks this is an opportunity to really look at what we want

## MINUTES OF THE CITY COMMISSION MEETING MONDAY, DECEMBER 12, 2016

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to do there, so would like some feedback. He sees three options: 1) trust staffs' good judgment to fix the pond and give it a little bit of an upgrade, keeping it at 20 to 25 thousand within budget perimeters that we can absorb; 2) take the fountain out and put in a pavilion and he has spoken with some groups around town, like the Partnership, who are pushing for that, but personally, he does not think that is a good idea. Aesthetically, it could be nice, but thinks there is going to be an attractive nuisance which we do not want, so he would scratch this option right off; and then 3) it might be an idea like when we talked about doing the splash pad, kind of that concrete water display. There could be opportunity to take out the fountain and do a smaller version here with the lights, but now that is going to come with a bit of a sticker, probably somewhere between 100 to 150 thousand. **Commissioner Christian** asked if going to pay for this through the CRA funding. **CM Minner** replied he frankly does not know how to pay for it yet; may be with city manager contingency funds or take some of Public Works' maintenance funding. **Commissioner Christian** stated if talking about coming down town, just to do another fountain, is it really going to add anything to what is already there or if we did the urban splash would that bring more people and have more activity down town. **Commissioner Robuck** does not mind doing that kind of thing somewhere, but does not think downtown is a great place because of the parking issue we already have. We want parking for businesses and if we are going to have people bring their kids here to play then that generally is not a play and shop kind of thing. **CM Minner** stated he does not know if this has the play concept. **Commissioner Bone** asked if talking something big and **CM Minner** replied no, talking about more like 10 kinds of sprinkler heads that would pop up, would have lights, and would be more of an architectural design. **Commissioner Robuck** asked how that would work with Bikefest and **CM Minner** replied Bikefest is potentially the problem. **Commissioner Christian** asked if it could be just turned off. **CM Minner** stated you could, but there might be sprinkler head damage, same thing with the fountain. When the Clydesdales were in town, there was a kid playing on the brim and about 5 feet of that circumference fell off. He asked the commission to let him bring some concepts back for their review before dumping money into fixing this up. Commission agreed.

**CM Minner** stated on the CRA meeting, Commissioner Christian proposed the adjustment and all these adjustments for that project staff will put in the budget rollovers so you will have those at the next meeting. So when you approve that document, you will be approving the Neighborhood Resource Center budget.

**CM Minner** stated he feels very blessed from his opportunities here in Leesburg. It has been an absolute pleasure to work for you all, he has so enjoyed the people he works with for the most part, that was joke to make you laugh. He has enjoyed the community, everyone has treated him and his family so well, so thank you for the vote of confidence and unfortunately when you do that you raise the bar, so now his performance will have to go along with it. He is just very appreciative and thank you; appreciate the vote of confidence.

**PUBLIC COMMENTS: None**

**ROLL CALL:**

**Commissioner Robuck** had nothing.

## MINUTES OF THE CITY COMMISSION MEETING MONDAY, DECEMBER 12, 2016

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**Commissioner Christian** thanked the commission, Mayor, and staff for the movement on the Neighborhood Center; this project has been worked on for a long time. He stated we have had a rash of shootings in the neighborhood of Carver Heights on East Street, and seeing what is happening in Orlando, he just wants to make sure we are up on what we are doing to make sure that our streets do not turn into gang fairs or incident people start getting shot. One gentleman from his church told him that he called the Police department and it took them 51 minutes to arrive on East Street. He does not think anyone wants to live in a neighborhood having to worry about a stray bullet going in their parents, or a senior citizens home. He just wants to make sure that our city manager and police chief are up on what needs to be done to make sure this does not become a rash of events and we see ourselves on Channel 9 news about someone getting shot.

**Commissioner Bone** had nothing.

**Commissioner Dennison** announced the Chamber Breakfast this Thursday morning at 7:00 a.m.; it is the State of the City address, at the Community Building. Also, there is an awful lot of signs on Main Street popping up right now; the canopy signs, the triangular signs, and the flags. This is really getting out of hand and she would like to see code enforcement do something about this; does not want downtown to start looking messy. She commented about the garbage flying out of trucks and pickups, this was mentioned a couple meetings ago, and she would also like to see something done about this. **CM Minner** asked if it is city trucks and **Commissioner Dennison** stated no, not city trucks. **Mayor Hurley** stated the only thing you can do is write a ticket, as a police officer they can write a ticket for unsecured load, but unfortunately there is nothing the city can do for that.

**Mayor Hurley** also reminded everybody of the Chamber Breakfast Thursday, stating the city always sponsors that in December. The Chamber does a fantastic job and our department heads will be there, we do a lot of things in conjunction, so that will be good. He stated he was blown away by the crowd for the Clydesdales, that was neat and very impressive; not sure how the partnership came about, kudos to Joe and his gang for that. Mayor Hurley gave a shout out to LakeFront TV for the host of holiday airings this year; it was neat seeing the different groups and people downtown, the different high school bands and he thought it was just really neat representing Leesburg pretty good for the festiveness of the holidays. He reminded everyone that next Monday will be our last commission meeting of the year.

### ADJOURN:

Commissioner Dennison moved to adjourn the meeting. The meeting adjourned at 6:07 p.m.

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Mayor

ATTEST:

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J. Andi Purvis  
City Clerk & Recorder



# AGENDA MEMORANDUM

**Item No:** 4.B.1.

**Meeting Date:** January 9, 2017

**From:** Mike Thornton, Purchasing Manager for  
DC Maudlin, Public Works Director

**Subject:** Resolution authorizing execution of a professional services agreement for the design of a sewage pump installation at the Canal Street Wastewater Treatment Facility

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**Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of a Professional Services Agreement with Hydro Solutions Consulting, LLC for an amount not to exceed \$27,204.10.

**Analysis:**

The Public Works Wastewater Division included design of a new digester pump at the Canal Street Wastewater Treatment Facility (WWTF) in the 2017 Capital Improvement Program. Currently the bio-solids level between the two digester tanks is gravity controlled. Installation of this pump will allow staff to better manage the bio-solids level in each individual digester tank thereby allowing the operator to achieve a higher concentration of solids in the effluent. This reduces the amount of polymer needed when the effluent is piped to the new belt filter press for dewatering and final disposal.

Hydro Solutions Consulting, LLC shall provide drawings and specifications that will be used to issue an Invitation to Bid and award a contract for the installation of the pump.

**Procurement Analysis:**

The acquisition of these services does not exceed the dollar amount threshold for Florida Statute 287.055 governing the procurement of professional services.

The department selected Hydro Solutions Consulting, LLC as the engineering firm. Hydro Solutions has provided satisfactory engineering services on at least two other wastewater projects for the City.

**Options:**

1. Approve the resolution authorizing execution of the Agreement with Hydro Solutions Consulting, LLC; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

The department budgeted \$30,000 in the current budget for design of this project.

**Submission Date and Time:** 1/6/2017 10:36 AM

<b>Department:</b> <u>Public Works</u> <b>Prepared by:</b> <u>Mike Thornton</u> <b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>Advertised:</b> <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> <b>Dates:</b> _____ <b>Attorney Review :</b> Yes <input type="checkbox"/> No <input type="checkbox"/> _____ <b>Revised</b> 6/10/04	<b>Reviewed by:</b> Dept. Head DCM <b>Finance Dept.</b> _____ <b>Deputy C.M.</b> _____ <b>Submitted by:</b> <b>City Manager</b> _____	<b>Account No.</b> <u>044-4099-535.31-10</u> <b>Project No.</b> <u>440006</u> <b>WF No.</b> <u>WF1057823/001</u> <b>Req. No.</b> <u>48869</u> <b>Budget</b> <u>\$30,000.00</u> <b>Available</b> <u>\$30,000.00</u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH HYDRO SOLUTIONS CONSULTING, LLC FOR THE INSTALLATION OF A SEWAGE PUMP AT THE CANAL STREET WASTEWATER TREATMENT FACILITY FOR A NOT TO EXCEED AMOUNT OF \$27,204.10; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with HYDRO SOLUTIONS CONSULTING, LLC whose address is 3616 Harden Blvd., No. 110, Lakeland, Florida 33803 (email: sjustice@hydrosc.com) for professional services related to the design of a sewage pump installation at the City's Canal Street Wastewater Treatment Plant.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 9th day of January 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of the 9th day of January in the year 2017, between THE CITY OF LEESBURG, (“**CITY**”) a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630, and HYDRO SOLUTIONS CONSULTING, LLC (“**PROFESSIONAL**”) whose address is 3616 Harden Blvd., No. 110, Lakeland, Florida 33803.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Contract Documents.** The following documents and information are incorporated by reference and made a part hereof; and shall comprise the Contract Documents.

  - a. This Agreement; and
  - b. The PROFESSIONAL’s Scope of Services included as ATTACHMENT “A”;
  - and
  - c. The PROFESSIONAL’s Fee Estimate included as ATTACHMENT “A-1”.
- 2. Services.** The PROFESSIONAL shall perform professional design services generally described as design services for the installation, by others, of a new sewage pump at the Canal Street Wastewater Treatment Facility (WWTF) and described in more detail in ATTACHMENT “A”. Nothing herein shall limit the CITY’S right to obtain proposals or services from other contractors for similar projects.
- 3. Compensation.** Compensation shall be in accordance with the professional services compensation included in ATTACHMENT “A”. Total Compensation shall not exceed \$27,204.10 unless modified in writing, and in advance of any additional services being rendered, through an Amendment to this Agreement.
- 4. Payment.** CITY shall compensate PROFESSIONAL for their services in accordance with the Florida Prompt Payment Act and the Terms and Conditions of this Agreement.
- 5. Authorized Expenses.** The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.
- 6. Fees.** The Hourly Fees for the PROFESSIONAL and their sub-consultants included as ATTACHMENT “A-1” shall prevail for the full duration of this Agreement.



**7. Term.** The term of this Agreement shall be in effect until the terms and conditions of this Agreement, including the Scope of Services have been completed as determined by the CITY. Work shall begin within ten (10) calendar days from the date the CITY issues a Notice to Proceed authorizing design work to begin.

**8. Termination.** All or part of this Agreement may be terminated under the following conditions;

**a. For Convenience**

- i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
- ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
- iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- b. Termination for Default.** Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:

1. Perform the services within the time specified in this contract or by CITY approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this Agreement, whether complete or partially complete.

CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the Owner:
  1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, CITY agrees to cooperate with PROFESSIONAL for the purpose of terminating the agreement or portion thereof, by mutual consent. If

CITY and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CITY's breach of the contract.

In the event of termination due to CITY breach, the PROFESSIONAL is entitled to invoice CITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. CITY agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**9. Insurance.** The PROFESSIONAL will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A."

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY

OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg  
Attention: Mike Thornton, Purchasing Manager  
P.O. Box 490630, Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL' S liability coverage(s).

**10. Indemnification.** The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, subsubcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

**11. Codes, Laws, and Regulations.** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

**12. Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

**13. Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

**14. Public Records Retention.** PROFESSIONAL shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by PROFESSIONAL herein. PROFESSIONAL shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. PROFESSIONAL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. PROFESSIONAL shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by PROFESSIONAL in a format that is compatible with the information technology systems of the CITY.

**15. Contingent Fees Prohibited.** The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

**16. Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other

documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

**17. Independent Contractor.** The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

**18. Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

**19. No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

**20. Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

**21. Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be Scott Justice. The primary contact person under this Agreement for the CITY shall be Rick Harris, Plant Manager/IPP Coordinator.

**22. Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. The CITY shall not unreasonably delay or withhold approval of changes to personnel assigned to perform services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this

Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

**23. Subcontractors.** The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

**24. Disclosure of Conflict.** The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

**25. Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**26. Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

**HYDRO SOLUTIONS CONSULTING, LLC**

By: Scott D. Justice

Printed: Scott D. Justice

Its: Vice President  
Title



## **ATTACHMENT "A"**

### **SCOPE OF SERVICES CANAL STREET WASTEWATER TREATMENT FACILITY (WWTF) SEWAGE PUMP FOR DIGESTERS #1 AND #2**

#### **A. PROJECT BACKGROUND AND DESCRIPTION**

The CITY owns and operates the Canal Street Wastewater Treatment Facility (WWTF). The CITY would like to install a sewage pump to obtain better control of the water levels between existing Digesters #1 and #2. Currently the levels are controlled by gravity utilizing the valves installed on the 8-inch ductile iron piping between the digesters.

The proposed improvements will consist of removing one of the 8-inch valves and a section of 8-inch pipe to insert a 4-inch diameter 5-hp sewage pump with 4-inch piping and fittings to connect to the 8-inch line between existing Digesters #1 and #2.

Based on correspondence, we understand that the CITY anticipates the pump will operate under the following conditions:

- (1) Solids content of 1.2 to 1.5%
- (2) Pump rate of 150-200 gallons per minute
- (3) Approximately 18 foot suction head
- (4) Approximately 15 foot discharge head
- (5) The pump will be controlled by input / output parameters based on water levels via The Supervisory Control and Data Acquisition (SCADA) system.

The proposed pump will be mounted on a concrete pad flush to existing grades.

#### **B. SCOPE OF SERVICES**

Upon authorization to proceed from the CITY, the PROFESSIONAL will provide the following identified services. The PROFESSIONAL shall endeavor to ensure, to the greatest extent practical, that all design, construction documents and bid services by the PROFESSIONAL or its sub-consultants will be consistent with the CITY requirements.

## **PHASE 100 - PROJECT MANAGEMENT**

### **Task 101 – PROJECT MANAGEMENT**

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, Project scheduling, and coordination with the CITY and PROFESSIONAL's sub-consultants.

### **Task 102 – DESIGN**

The PROFESSIONAL will perform a site visit to the WWTF to gather design all mechanical, civil, electrical and instrumentation information available for the preparation of the design. In coordination with the CITY, the gathered information will become the final design parameters to be design the project. It is anticipated that the only structural components for the project are going to be a concrete slab for the pump.

As stated above the CITY desires to utilize this existing pump and motor as a cost saving measure. However, if the 40-MP pump and motor has the potential to not meet the required pumping parameters, the PROFESSIONAL will design and select the appropriate pump and motor based on the provided parameters. The construction documents will be prepared based on results of the require mechanical and structural requirements.

### **Task 103 – ELECTRICAL & INSTRUMENTATION DESIGN**

The PROFESSIONAL will coordinate with the City to detail, specify, and design the electrical and SCADA components required for operation and control of the proposed pump improvements.

Design related to power and control system with conduit and wire for the required electrical design components that will need to be modified to allow the proposed improvements to be constructed to connection and interface into the plant's existing SCADA system within the MCC room for one positive displacement pump and interfacing with sludge pump high temperature alarm system. Provide description of pump automation and setpoint control.

This task will not include any modifications to the SCADA system software. It is assumed that the required modifications will be performed by the CITY. The construction documents will be prepared based on the results of the electrical and instrumentation requirements determined by this task.

### **Task 104 – DESIGN TO CONSTRUCTION DOCUMENTS**

The PROFESSIONAL will prepare a set of engineering drawings and technical specifications based on the results of Task 103 and will be presented the CITY for review and comments, in order to finalize these documents and convert them into bid for construction documents.

The PROFESSIONAL will use CITY provided drawings in PDF format depicting existing conditions necessary for PROFESSIONAL to prepare construction drawings based on the PDF files received and show the proposed improvements. No survey will be performed for the verification of the drawings. The anticipated plan sheets are:

- G-1 Cover Sheet.
- G-2 General Notes and abbreviations
- C-1 Plan view
- C-2 Section/Elevation view
- C-3 Detail Sheet
- E-1 Electrical General Legend and Notes
- E-2 Electrical Plan
- E-3 Electrical Detail
- I-1 Instrumentation General Legend and Notes
- I-2 Instrumentation Plan

The PROFESSIONAL will prepare technical specification to support the bidding and construction of the project based on industry standard and CITY standards.

The PROFESSIONAL will submit the drawings and technical specifications for the CITY to review and comment. The comments will be presented to the PROFESSIONAL electronically and discussed via a schedule conference call.

### **Task 105 – BID DOCUMENTS**

The PROFESSIONAL will prepare and submit Bid Documents based on the comments received from the CITY and will prepare the engineer's Opinion of Probable Construction Cost (OPCC).

The PROFESSIONAL will submit the following:

1. Drawings: Two half size (11-inch by 17-inch) printed sets and one electronic copy in PDF format.
2. Technical specifications: Two (2) bound printed sets and one electronic copy in PDF format.
3. OPCC: One (1) printed copy and one electronic copy in PDF format.

The PROFESSIONAL shall provide two (2) signed and sealed documents for the selected contractors use.

### **Task 106 – BIDDING ASSISTANCE**

The PROFESSIONAL will assist the CITY will the bidding phase by preparing and issuing one addendum, as required to address bidders' Requests for Information during the bidding process. Attending a pre- bid meeting is not included in this Scope of Services.

### **PROFESSIONAL SERVICES DURING CONSTRUCTION**

This contract does not include construction services. Construction services will be provided under a separate authorization.

### **C. SCHEDULE**

PROFESSIONAL will proceed with the services identified in this Agreement immediately upon receipt of an executed copy of this Agreement and a formal Notice-to-Proceed from the CITY. The overall project schedule shall be correlated with the CITY, and PROFESSIONAL shall prepare and submit Agreement deliverables in accordance with mutually agreed deadlines and schedules.

- 100% Submittal - 45 days after receiving the Notice to Proceed.
- Bid Set Submittal – 15 days after receiving approval for 100% comments/submittal.

#### **D. ASSUMPTIONS**

The Scope of Services and Compensation arrangement outlined in this Agreement are based on the following assumptions:

1. The CITY will provide personnel and equipment to locate and verify the condition of the existing underground piping, valves and other infrastructure that will be modified as part of this project.
2. The CITY will be responsible for draining the tanks and providing a storage alternative for the duration of construction.
3. Pump design is based on the parameters listed in this document. Elevations of the water levels are as shown in the drawings provided by the CITY dated 2014.
4. Design of the sludge pump for control of the sludge tanks #1 and #2 do not include coordination with other improvements occurring or that have occurred at the plant, such as screw press design and installation, etc.
5. Based on discussions with the CITY, no local building permit nor FDEP permitting will be required for modifications proposed by this Scope of Services.
6. CITY General Conditions, i.e., Divisions 0 and 1, will be used for the Bid Documents.
7. No survey will be required.
8. This Scope of Services will not include any modifications to the SCADA system software; any required modifications to the SCADA system software will be performed by the CITY or its representatives.
9. The CITY will provide all information necessary to performed the tasks described in this contract.

#### **E. COMPENSATION**

This Agreement establishes a not-to-exceed cost of \$ 27,204.10. Compensation for the services performed under this Agreement shall be on an hourly, not-to-exceed basis. Reimbursable expenses incurred in connection with this Agreement will be itemized and included in monthly invoices, and are included in the not-to-exceed cost. This may include, but is not necessarily limited to, such items as reproduction, travel, communication expenses, and postage and shipping.

The PROFESSIONAL must submit proposed travel expenses to the CITY Project Manager for approval before the expense is incurred. Travel expenses that are incurred without prior approval may be subject to non-reimbursement.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the PROFESSIONAL to the CITY or CITY's designated representative. In addition, all invoices shall be submitted with the Agreement number, purchase order (PO) number and the CITY Project Identification on the invoice.

## ATTACHMENT A-1

**FEE ESTIMATE  
CITY OF LEESBURG  
CANAL STREET WATER RECLAMATION FACILITY  
SEWAGE PUMP FOR DIGESTER #1 AND #2**

HYDRO SOLUTIONS  
CONSULTING LLC[illegible]



# AGENDA MEMORANDUM

**Item No:** 4.B.2.

**Meeting Date:** January 9, 2017

**From:** Mike Thornton, Purchasing Manager for  
DC Maudlin, Public Works Director

**Subject:** Purchase request by the Public Works Department to purchase 57 digital radios for lift station communications on the SCADA system.

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**Staff Recommendation:**

Staff recommends award of the Invitation to Bid for lift station radios to TESSCO Technologies for a total cost of \$42,940.95.

**Analysis:**

The purpose of this purchase is to continue the replacement of analog radios with digital radio modems at the City's lift stations.

In 2013 the Public Works Department began a systematic replacement of SCADA system radios. The program accomplishes two goals (1) replaces outdated analog radios with digital radios and (2) brings the system in to compliance with the 2013 FCC mandate to convert from 25 KHz to 12.5 KHz operating frequency. Phase I included the purchase of 100 digital radios. This purchase, Phase II, will complete the transition from analog to digital radios at 57 lift stations. Replacement of the existing analog radios with new digital radios will improve communications to the lift stations. In addition, the analog technology is being discontinued making repairs to the existing radios nearly impossible.

**Procurement Analysis:**

On December 13, 2016, the Purchasing Division issued Invitation to Bid (ITB) 170101. The ITB was posted on-line at PublicPurchase.com. Vendors that submitted bids to the previous ITB were also directly notified.

On December 22, 2016, the City received five (5) bid responses. Those responses are summarized here and the Final Detailed Bid Tabulation is attached. Staff recommends award of the ITB to TESSCO Technologies having been deemed the lowest responsive and responsible bidder.

Local vendor preference was not a factor as none of the responding vendors qualified for either tier under the City's Local Vendor Preference policy.

## SUMMARY OF BIDS

Vendor Name/Location	Quantity	Unit Cost	Freight	Extended Cost
TESSCO Technologies Timonium, Maryland	57	\$753.35	\$0.00	<b>\$42,940.95</b>
Howard Industries, Inc Laurel, Mississippi	57	\$765.00	\$0.00	\$43,605.00
Curry Controls Company Lakeland, Florida	57	\$765.25	\$0.00	\$43,619.25
Mobile-One Comm & Electronics Venice, Florida	57	\$808.00	\$0.00	\$46,056.00
Wireless Technology Equipment Co. Orlando, Florida	57	\$989.00	\$50.00	\$56,423.00

### Options:

1. Approve bid award and purchase to Tessco Technologies; or
2. Such alternative action as the Commission may deem appropriate

### Fiscal Impact:

Funds are specifically budgeted and available for this project.

Submission Date and Time: 1/6/2017 10:36 AM

Department: <u>Public Works</u> Prepared by: <u>Lisa Wolfkill</u> Attachments: <u>X</u> Yes <u>    </u> No Advertised: <u>    </u> Yes <u>    </u> Not Required Dates: <u>                    </u> Attorney Review: <u>    </u> Yes <u>    </u> No	<table border="1"> <tr> <th colspan="2">Reviewed By</th></tr> <tr> <td>Department Head:</td><td><u>DCM</u></td></tr> <tr> <td>Finance Department:</td><td><u>                    </u></td></tr> <tr> <td>Deputy City Manager:</td><td><u>                    </u></td></tr> <tr> <th colspan="2">Submitted by:</th></tr> <tr> <td>City Manager:</td><td><u>                    </u></td></tr> </table>	Reviewed By		Department Head:	<u>DCM</u>	Finance Department:	<u>                    </u>	Deputy City Manager:	<u>                    </u>	Submitted by:		City Manager:	<u>                    </u>	Account No.: <u>044-4082-535,51-81</u> Project No.: <u>447020</u> WF/Job No.: <u>                    </u> Req. No.: <u>48766</u> Budget: <u>\$85,000.00</u> Available: <u>\$85,000.00</u>
Reviewed By														
Department Head:	<u>DCM</u>													
Finance Department:	<u>                    </u>													
Deputy City Manager:	<u>                    </u>													
Submitted by:														
City Manager:	<u>                    </u>													

Detailed Bid Tabulation  
Invitation to Bid 170101  
Lift Station SCADA Systems Radios

				Tessco Technologies		Howard Industries, Inc.		Curry Controls Company		Mobile-One Communications & Electronics, Inc.		Wireless Technology Equipment Company	
Item	Item Name	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.0	Integra-TR Radio Modem, 242-4018-551	57	Each	\$ 753.35	\$ 42,940.95	\$ 765.00	\$ 43,605.00	\$ 765.25	\$ 43,619.25	\$ 808.00	\$ 46,056.00	\$ 989.00	\$ 56,373.00
2.0	Freight Charge	1	Each	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 50.00	\$ 50.00
				\$42,940.95		\$43,605.00		\$43,619.25		\$46,056.00		\$56,423.00	





# AGENDA MEMORANDUM

**Item No:** 4.C.1.  
**Meeting Date:** January 9, 2017  
**From:** J. Andi Purvis, City Clerk  
**Subject:** Resolution appointing a member to the Board of Trustees of the Leesburg Municipal Firefighters' Retirement Plan

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**Recommendation:**

Approve the appointment of one member to the Leesburg Municipal Firefighters' Board of Trustees for a two-year term expiring December 31, 2018.

**Analysis:**

Mr. John Kriete, current trustee, has served on the board since 2010 and wishes to continue in his current seat. His application is attached for Commission review. The City Commission appoints two of the five seats.

The last series of advertisements published in the Daily Commercial were on March 20, 2016; May 15, 2016; and August 10, 2016.

**Options:**

1. Approve the resolution appointing John Kriete for a two-year term as a Trustee to the Board of Trustees of the Leesburg Municipal Firefighters' Retirement Plan; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

There is no fiscal impact associated with the appointment of the Trustee to the Pension Board.

**Submission Date and Time:** 1/6/2017 10:36 AM

Department: _____ Prepared by: <u>JAP</u> Attachments: Yes <input checked="" type="checkbox"/> No _____ Advised: _____ Not Required _____ Dates: _____ Attorney Review : Yes _____ No _____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING THE APPOINTMENT OF JOHN KRIETE TO SERVE A TWO-YEAR TERM ENDING DECEMBER 31, 2018, AS A TRUSTEE ON THE LEESBURG FIREFIGHTERS' RETIREMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 6.2 (A) of the City of Leesburg Firefighters' Retirement Plan - "Appointment of the Retirement Committee" provides for the election/selection of five (5) persons to serve on the Board of Trustees, a/k/a Retirement Committee; and

**WHEREAS**, the Policy for Election of Board of Trustees approved September 14, 2011 directs that two resident trustees who are legal residents of the City of Leesburg are to be appointed by the City Commission; and

**WHEREAS**, it is also necessary for the City Commission to appoint a legal resident of the City of Leesburg to serve a two-year term for the period beginning January 1, 2017 and ending December 31, 2018;

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:**

The City Commission hereby appoints John Kriete whose address is 1302 S. 8<sup>th</sup> Street, Leesburg, Florida, 34748, for a two-year term as Trustee to the Board of Trustees of the City of Leesburg Municipal Firefighters' Retirement Plan, ending December 31, 2018.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 9th day of January 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# City of Leesburg Appointed Boards & Commission Application

Date: 12-20-16		Name: John Kriete											
Mailing Address: 1302 S. 8th St, Leesburg, FL 34748													
Home Address: "		"											
Home Telephone Number		404-392-2706											
Business Name & Type													
Business Address:													
Business Telephone Number:													
Position													
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:													
The Citadel; Accounting													
Rollins College; MBA													
Certified Management Accountant													
Professional Organizations/Membership:													
Have You Served On A City Board Or Committee In The Past? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>													
If Yes – Dates Served:													
Name of Board or Committee:		Fire Dept Pension Board											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Library Board</td> <td>Historic Preservation Board</td> </tr> <tr> <td>Planning Commission</td> <td>Greater Leesburg CRA</td> </tr> <tr> <td>Carver Heights &amp; Vicinity CRA</td> <td>General Employees Retirement Board of Trustees</td> </tr> <tr> <td><input checked="" type="checkbox"/> Fire Department Pension Board of Trustees</td> <td>Police Department Pension Board of Trustees</td> </tr> <tr> <td colspan="2">Other (Specify):</td> </tr> </table>				Library Board	Historic Preservation Board	Planning Commission	Greater Leesburg CRA	Carver Heights & Vicinity CRA	General Employees Retirement Board of Trustees	<input checked="" type="checkbox"/> Fire Department Pension Board of Trustees	Police Department Pension Board of Trustees	Other (Specify):	
Library Board	Historic Preservation Board												
Planning Commission	Greater Leesburg CRA												
Carver Heights & Vicinity CRA	General Employees Retirement Board of Trustees												
<input checked="" type="checkbox"/> Fire Department Pension Board of Trustees	Police Department Pension Board of Trustees												
Other (Specify):													
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.													
Signature of Applicant 		Return To: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630											



# AGENDA MEMORANDUM

**Item No:** 4.C.2.  
**Meeting Date:** January 9, 2017  
**From:** J. Andi Purvis, City Clerk  
**Subject:** Resolution appointing a member to the Board of Trustees of the Leesburg Municipal Firefighters' Retirement Plan

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**Recommendation:**

Approve the appointment of one member to the Leesburg Municipal Firefighters' Board of Trustees for a two-year term expiring December 31, 2018.

**Analysis:**

One seat on the Firefighters' Board of Trustees has been vacant for approximately three years. The last series of advertisements published in the Daily Commercial were on March 20, 2016; May 15, 2016; and August 10, 2016. The City Commission appoints two of the five seats.

In December 2016, an application was received from Mr. Ronny Goeler and is attached for Commission review. No other applications were received.

**Options:**

1. Approve the resolution appointing Ronny Goeler for a two-year term as a Trustee to the Board of Trustees of the Leesburg Municipal Firefighters' Retirement Plan; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

There is no fiscal impact associated with the appointment of the Trustee to the Pension Board.

**Submission Date and Time:** 1/6/2017 10:36 AM

Department: _____ Prepared by: <u>JAP</u> Attachments: Yes <u>X</u> No _____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review: Yes _____ No _____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____  Finance Dept. _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____  Project No. _____  WF No. _____  Budget _____  Available _____
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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING THE APPOINTMENT OF RONNY GOELER TO SERVE A TWO-YEAR TERM ENDING DECEMBER 31, 2018, AS A TRUSTEE ON THE LEESBURG FIREFIGHTERS' RETIREMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 6.2 (A) of the City of Leesburg Firefighters' Retirement Plan - "Appointment of the Retirement Committee" provides for the election/selection of five (5) persons to serve on the Board of Trustees, a/k/a Retirement Committee; and

**WHEREAS**, the Policy for Election of Board of Trustees approved September 14, 2011 directs that two resident trustees who are legal residents of the City of Leesburg are to be appointed by the City Commission; and

**WHEREAS**, it is also necessary for the City Commission to appoint a legal resident of the City of Leesburg to serve a two-year term for the period beginning January 1, 2017 and ending December 31, 2018;

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:**

The City Commission hereby appoints Ronny Goeler whose address is 26910 Camerons Run, Leesburg, Florida, 34748, for a two-year term as Trustee to the Board of Trustees of the City of Leesburg Municipal Firefighters' Retirement Plan, ending December 31, 2018.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 9th day of January 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Rec'd CC  
12-14-16



# City of Leesburg Appointed Boards & Commission Application

Date:	12/12/2016	Name:	Ronny Gocter
Mailing Address:	26910 Camerons Run		
Home Address:	Leesburg, FL 34748		
Home Telephone Number	315 263-8533		
Business Name & Type			
Business Address:			
Business Telephone Number:			
Position			
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought: 20 yrs of being a trustee and Mayor of a 5000 citizen village in Upstate NY			
Planning Comprehensive Plan Chairperson, Chamber of Commerce			
21 years Fire/Paramedic Captain in Deltona NY local 2733			
Professional Organizations/Membership: NY Conference of Mayors			
Past president of IAFF local 2733			
Have You Served On A City Board Or Committee In The Past?		Yes	<input checked="" type="checkbox"/> No
If Yes - Dates Served:		4/96 - 4/2016	
Name of Board or Committee:		Village of Chittenango Board of Trustees	
Served as Trustee / Deputy Mayor / Mayor / Police Commissioner			
Chairperson Comprehensive Plan Committee			
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Historic Preservation Board
<input checked="" type="checkbox"/>	Planning Commission	<input type="checkbox"/>	Greater Leesburg CRA
<input type="checkbox"/>	Carver Heights & Vicinity CRA	<input type="checkbox"/>	General Employees Retirement Board of Trustees
<input checked="" type="checkbox"/>	Fire Department Pension Board of Trustees	<input checked="" type="checkbox"/>	Police Department Pension Board of Trustees
<input type="checkbox"/>	Other (Specify):		
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.			
Signature of Applicant		Return To:	City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630



# AGENDA MEMORANDUM

**Item No:** 4.C.3

**Meeting Date:** January 9, 2017

**From:** Tracey Dean, Airport Manager

**Subject:** Agreement for emergency services between the City of Leesburg and Lake Emergency Medical Services, Inc. for the purpose of providing responsibility for emergency incidents at or near Leesburg International Airport.

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## Staff Recommendation:

Staff recommends execution of the agreement between the City of Leesburg and Lake Emergency Medical Services, Inc.

## Analysis:

The Air Traffic Control Tower (ATCT) at the Leesburg International Airport is equipped with a direct circuit crash phone, which currently rings into Fire Station 63, for rapid response to an incident or accident. This agreement, if approved, redefines and reassigns dispatch responsibilities to Lake Emergency Medical Services, Inc.

The Fire Department no longer staffs a designated Airfield Rescue and Fire Fighting (ARFF) driver on a 24/7 basis. In the event that Fire 63 is out on a call, the Air Traffic Controllers receive no answer and must then utilize the land line phone to dial 911, losing valuable response time. Rerouting the crash phone, to ring directly into county dispatch, will guarantee distress calls are answered and the most appropriate and expedient responders are notified.

## Options:

1. Approve the agreement with Lake Emergency Medical Services, Inc., or;
2. Such alternative action as the Commission may deem appropriate.

## Fiscal Impact:

None

**Submission Date and Time:** 1/6/2017 10:36 AM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: <u>mwr</u> City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR EMERGENCY SERVICES BETWEEN THE CITY OF LEESBURG AND LAKE EMERGENCY MEDICAL SERVICES, INC. FOR THE PURPOSE OF PROVIDING RESPONSIBILITY FOR EMERGENCY INCIDENTS AT OR NEAR LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized and directed to execute an Agreement between the City of Leesburg and Lake Emergency Services, Inc., for the purpose of allocating responsibilities for emergency incidents at or near Leesburg International Airport, and providing a method of notification when emergencies occur or are reasonably anticipated.

**THIS RESOLUTION** shall take effect upon its passage and adoption according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 9th day of January, 2017.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
Robert Bone, Mayor

Attest: \_\_\_\_\_  
J. Andi Purvis, City Clerk



**AGREEMENT  
BETWEEN  
LAKE EMERGENCY MEDICAL SERVICES, INC.  
AND  
CITY OF LEESBURG, FLORIDA  
REGARDING EMERGENCY MEDICAL SERVICES AT  
LEESBURG INTERNATIONAL AIRPORT**

**THIS AGREEMENT** is made and entered into between Lake County Emergency Medical Services, Inc., a Florida not for profit corporation (hereinafter referred to as the “Lake EMS”) and the City of Leesburg, Florida, a municipal corporation pursuant to the Laws of Florida, (hereinafter referred to as the “City”), by and through the undersigned authorities.

**WHEREAS**, Lake EMS operates basic life support and advanced life support services, as defined under Section 401.23, Florida Statutes, which serves more than 290,000 residents and visitors located throughout the geographic boundaries of Lake County, Florida; and

**WHEREAS**, the City operates the Leesburg International Airport (hereinafter referred to as the “Airport”), which serves the residents and visitors of Lake County, Florida; and

**WHEREAS**, Lake EMS and the City desire to enter into this Agreement for the purpose of establishing procedures for emergency medical assistance that may be required on or in the vicinity of the Airport.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1.     **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2.     **Purpose.** The purpose of this Agreement is to set forth notification procedures to provide assistance at the scene of an accident, emergency, or potential emergency on or in the vicinity of the Airport.
3.     **Scope.** The procedures outlined herein are applicable to all Leesburg Tower, Leesburg International Airport, and Lake EMS Communications personnel during the hours when the Airport’s control tower is open (7 AM to 7 PM).
4.     **Definitions.**
  - A.     **Red One:** The Leesburg Fire Department Aircraft Rescue and Fire Fighting Unit (“ARFF”) truck.
  - B.     **Alpha Alert:** A non-emergency activity constituting either the arrival or departure of a large aircraft departing, or the presence of runway debris or foreign object.
  - C.     **Alert 1:** An incoming aircraft that is known or suspected to have an operational defect that should not normally cause serious difficulty in achieving a safe landing. Such defects include, but are not limited to, feathered propeller or oil leak.
  - D.     **Alert 2:** An incoming aircraft that is known or suspected to have an operational defect that affects normal flight operations to the extent that there is danger of an accident. Such defects may include,

but are not limited to, engine shut down, smoke in cockpit, and landing gear problems.

E. Alert 3: An incoming aircraft accident, aircraft fire, or incident requiring recovery has occurred at or in the vicinity of the Airport.

## **5. Procedures and Responsibilities:**

The Parties of this Agreement shall ensure that their personnel comply with the following procedures:

- A. The Airport will notify Lake EMS Communications Center via direct dial for all potential or actual emergencies with the information listed in Attachment A, incorporated by reference herein. If there is no response on direct dial, the Airport shall immediately dial 911 to report the emergency. No personnel shall enter Airport property without permission from the Airport control tower.
- B. Upon notification of an Alpha Alert, Lake EMS Communications Center will notify Red One, Ladder 63 and the Battalion Chief regardless of current status of those units. The Airport's air traffic control personnel will notify the Lake EMS Communications Center as soon as information has been received of the aircraft's intentions.
- C. Upon notification of an Alert Termination, Red One or "Command" will notify the Lake EMS Communications Center and return to station. Airport Command, Aircraft Operator/Pilot in Command, or the Airport control tower may terminate an Alert condition.
- D. Upon notification of an Alert 1 or Alert 2, Red One and/or all other responding units will position on the front ramp at the Airport Fire Station and be ready to proceed if the Alert is upgraded to a higher level or terminated.
- E. Upon notification of an Alert 3, all available vehicles/equipment will be immediately dispatched to the incident site on or near the Airport in order to commence firefighting and/or rescue operations.
- F. The Airport traffic control personnel will provide as much information as possible to the Lake EMS Communications Center relating to the specific nature of the emergency as outlined in Attachment A. In all incidents, a minimum of Alert Type will be communicated.
- G. All information and procedures contained in Attachment A shall apply unless amended or modified by the International Academy of Emergency Dispatch.

**6. Testing Equipment.** The direct land line telephone equipment will be tested by Lake EMS Communications Staff at least once per shift between the hours 7 AM and 8 AM and will be documented in the Supervisor Log Book. Documentation will include the name of the personnel that conducted the test, along with the date and time. Any issues with the equipment will immediately be reported to the Chief Communications Officer and/or Century Link.

**7. Bomb Threat Against Aircraft.** In the event that a bomb threat is made against any aircraft, the Airport control tower will notify Lake EMS Communications Center via direct dial or 911. The Airport control tower will direct the target aircraft to the Hazardous Cargo/Bomb Threat Parking Area and location information will be relayed to responding units.

8. **Communications Failure.** In the event of communications failure, all vehicles shall exit the runway immediately if runway lights are activated (flashing). The Lake EMS Communications Center will be notified and information will be relayed to responding units.

9. **Deviations.** Deviations to the procedures described in this Agreement will only be approved by the respective parties of this Agreement after clear communications have been effected stating the nature of the exception and clearly defining responsibilities.

10. **Term.** This Agreement shall be effective from the date of execution for one (1) year thereafter, and shall automatically renew on an annual basis until terminated by either party. This Agreement may be terminated by either party with or without cause upon thirty (30) days' notice to the non-terminating party.

11. **Notices.** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

**If to CITY:**

City Manager  
501 W. Meadow Street  
P.O. Box 490630  
Leesburg, FL 34718-0630

**If to LAKE EMS:**

Gerald (Jerry) L. Smith II  
Executive Director  
2761 W. Old US Hwy 441  
Mt. Dora, FL 32757

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

12. **Modification.** It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. **Entire Agreement.** It is mutually agreed that the entire agreement between the parties is contained herein, and that neither party has made any statement, promise or agreement, or taken upon itself any engagement whatsoever that it is not fully capable of honoring to its fullest.

14. **Liability.** The City shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of the City or its officers, employees, and agents in connection with the performance of this Agreement.

Lake EMS shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of Lake EMS or its officers, employees, and agents in connection with the performance of this Agreement.

Nothing in this section or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the City or Lake EMS may have under Florida law. The provisions of this section are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

Nothing herein shall be construed as one party designating or otherwise relinquishing to the other party the responsibility for operation of its respective facility. Each party shall continue to remain responsible for the maintenance and operation of its facility.

**15. Insurance.** Each party shall secure and maintain during the life of this Agreement or any renewal statutory worker's compensation, liability insurance with limits as set forth in Section 768.28, Florida Statutes, and property loss, casualty or damage coverage sufficient to meet the obligations contained herein. Each party shall retain the option of discharging this obligation by means of a funded self-insurance program.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature: Lake EMS through its duly authorized Executive Director, and by the City of Leesburg, by its duly authorized representative.

**CITY OF LEESBURG**

\_\_\_\_\_  
J. Andi Purvis, City Clerk

\_\_\_\_\_  
Jay Hurley, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Approved as to form and legality;

\_\_\_\_\_  
Fred Morrison  
City Attorney

**LAKE EMS**

\_\_\_\_\_  
Gerald L. Smith  
Executive Director  
Lake Emergency Medical Services, Inc.

This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh

## ATTACHMENT A: AIRCRAFT EMERGENCY

### PAGE 1 OF 2

#### 51 AIRCRAFT EMERGENCY

KEY QUESTIONS		POST-DISPATCH INSTRUCTIONS	
<ol style="list-style-type: none"> <li>1. What <b>type</b> of aircraft is involved? LARGE/SMALL/Cargo/Military</li> <li>2. <b>Where</b> is the aircraft <b>now</b>? Land/Water/Airborne</li> <li>3. Is the aircraft on <b>fire</b>?</li> <li>4. Has the aircraft <b>crashed</b>? a. (Yes – on land) Is a <b>building/structure</b> involved?</li> <li>5. (Water) What <b>type</b> of body of <b>water</b> is this? COASTAL/INLAND/OCEANIC</li> </ol> <p>* All dispatch codes _____</p> <p>6. <b>Are you in immediate danger?</b> (Airborne)</p> <p>7. (From caller) What <b>direction</b> is it going?</p> <p>8. (From Flight Ops) Obtain Aircraft Information. _____</p>	<ol style="list-style-type: none"> <li>a. I'm sending the <b>fire department</b> to help you now. <b>Stay on the line</b>, and I'll tell you <b>exactly</b> what to do next.</li> <li>b. (Fire) <b>Do not</b> try to put the fire out.</li> <li>c. <b>Do not approach</b> the aircraft or <b>pick up</b> anything.</li> <li>d. (OMEGA) I'm <b>notifying</b> the proper <b>agencies</b>. <b>Call us back</b> if anything <b>changes</b>.</li> </ol> <p>* Notify appropriate aviation officials.</p> <p>* Notify all applicable local authorities (defined by agencies).</p> <p>DLS: * Link to ☎ X-1 unless: _____</p> <p>Caller Danger – Not Trapped _____ <span style="float: right;">B-2</span></p> <p>Person on Fire _____ <span style="float: right;">B-3</span></p> <p>Stay on the Line _____ <span style="float: right;">X-2</span></p> <p>Urgent Disconnect _____ <span style="float: right;">X-3</span></p>		
LEVELS	#	DETERMINANT DESCRIPTORS	CODES
<b>D</b>	1	Aircraft crash on <b>land</b> (ALERT III)	51-D-1
	2	Aircraft crash involving <b>building/structure</b> (ALERT III)	51-D-2
	3	Aircraft <b>fire/recovery</b> on <b>ground</b> (ALERT III)	51-D-3
	4	<b>COASTAL water</b> aircraft emergency	51-D-4
	5	<b>INLAND water</b> aircraft emergency	51-D-5
	6	<b>OCEANIC water</b> aircraft emergency	51-D-6
<b>C</b>	1	Aircraft <b>incoming</b> – <b>full</b> emergency (ALERT II)	51-C-1
	2	Aircraft <b>incoming</b> – <b>minor</b> emergency (ALERT I)	51-C-2
<b>B</b>	1	<b>Unknown</b> situation (investigation)	51-B-1
<b>A</b>	1	<b>Standby</b>	51-A-1
<b>Ω</b>	1	<b>AIRBORNE AIRCRAFT</b>	51-Ω-1

## ATTACHMENT A: AIRCRAFT EMERGENCY

### PAGE 2 OF 2

<p><b>Aircraft Information</b></p> <p>✈ a. What is the <b>current location</b> of the aircraft?</p> <p>b. What <b>type</b> of aircraft is this (single-engine, etc.)?</p> <p>c. What <b>type of trouble</b> is the aircraft having?</p> <p>d. <b>Where</b> is it <b>scheduled to land</b>?</p> <p>e. <b>What runway</b> will be used for the landing?</p> <p>f. <b>When</b> is the aircraft <b>scheduled to land</b>?</p> <p>g. Are there any <b>dangerous goods</b> or <b>hazardous materials</b> on board?</p> <p style="padding-left: 20px;">i. (Yes) What <b>type</b> and <b>quantity</b>?</p> <p>h. <b>How many occupants</b> (souls) are on board?</p> <p>i. <b>How much fuel</b> is on board?</p> <p>➔ <b>Determinant Suffixes</b></p> <p>The suffix codes help to delineate the type of problem for specific response and safety purposes:</p> <div style="display: flex; justify-content: space-between;"> <div> <p><b>L</b> = LARGE</p> <p><b>S</b> = SMALL</p> <p><b>C</b> = Cargo</p> </div> <div> <p><b>M</b> = Military</p> <p><b>U</b> = Unknown</p> </div> </div> <p><b>COASTAL Water</b></p> <p>A <b>navigable body of water</b> such as a bay, canal, channel, harbor, inlet, or sound that is located on or near a coastline.</p> <p><b>INLAND Water</b></p> <p>An <b>inland</b> lake, pond, swamp, reservoir, or navigable river.</p> <p><b>OCEANIC Water</b></p> <p>A <b>large body of water</b> such as the Gulf of Mexico, Hudson Bay, the Atlantic and Pacific Oceans, or the Great Lakes of North America.</p>	<p><b>ALERT III</b></p> <p>An aircraft <b>accident</b>, aircraft <b>fire</b>, or incident requiring <b>recovery</b> has occurred at or in the vicinity of the airport.</p> <p><b>ALERT II</b></p> <p>An <b>incoming aircraft</b> that is known or suspected to have an operational <b>defect</b> that <b>affects normal flight operations</b> to the extent that there is danger of an accident (e.g., engine shut down, smoke in cockpit, landing gear problems).</p> <p><b>ALERT I</b></p> <p>An <b>incoming aircraft</b> that is known or suspected to have an operational <b>defect</b> that <b>should not normally cause serious difficulty</b> in achieving a safe landing (e.g., feathered propeller, oil leak).</p> <p><b>AIRBORNE AIRCRAFT</b></p> <p>Any report of a concern regarding an airborne aircraft from either a private caller or Flight Ops. Such reports <b>may not include the exact destination or possible landing site</b> of the aircraft.</p> <p><b>LARGE vs. SMALL Aircraft</b></p> <p>Part of the response configuration for aircraft incidents is driven by the <b>size of the aircraft</b> involved. This is expressed in the <b>number of occupants</b> (souls) the aircraft is <b>capable of carrying</b> (not the number actually on board). This number includes the crew. (Example: A 737 can carry 134 passengers and 6 crew.)</p> <p><b>Local Fire Administration must define and authorize (X) the number threshold to differentiate between LARGE and SMALL aircraft:</b></p> <p><input type="checkbox"/> <b>LARGE:</b> _____</p> <p><input type="checkbox"/> <b>SMALL:</b> _____</p> <p style="font-size: small;">Approval signature of local Fire Administration _____ Date approved _____</p>	<p><b>Flight Operations Personnel (Flight Ops)</b></p> <p>Includes air traffic control (ATC), airport control towers, flight service stations (FSS), fixed base operations (FBO), or corporate flight following operations (air medical).</p> <p><b>Incoming</b></p> <p>A report received from <b>Flight Ops</b> indicating <b>where</b> and <b>when</b> (ETA) an aircraft will attempt to land.</p> <p><b>Rules</b></p> <ol style="list-style-type: none"> <li>1. All aircraft, train, or other <b>mass transit vehicle accidents</b> are considered <b>ENTRAPMENT</b> situations until proven otherwise.</li> <li>2. All aircraft crashes are also considered <b>HAZMAT incidents</b> until proven otherwise.</li> <li>3. All <b>military aircraft</b> are assumed to be <b>carrying explosive ordnance</b> (weaponry) until proven otherwise.</li> <li>4. <b>Obtain as much information as possible</b> to help aviation officials <b>identify</b> the aircraft and its <b>intended route</b>.</li> <li>5. A report from a private caller about an <b>AIRBORNE AIRCRAFT</b> that <b>does not indicate a crash has occurred or a possible landing site</b> should be coded as <b>51-Ω-1</b> and information referred to the appropriate aviation and/or law enforcement officials.</li> </ol>
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**51 AIRCRAFT EMERGENCY**



# AGENDA MEMORANDUM

**Item No:** 4.C.4.  
**Meeting Date:** January 9, 2017  
**From:** James Williams, Finance Director  
**Subject:** Resolution creating Authorized Signatories on the new account at CenterState Bank

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**Staff Recommendation:**

Approval of the authorized signatories on the CenterState Bank Account.

**Analysis:**

As part of the recent Hwy 441/27 CRA debt refunding a new bank account needs to be opened with CenterState Bank in order to deposit the necessary funds. In order to create that account authorized signatories must be established.

**Options:**

1. Approval of the attached resolution creating authorized signatories on the newly created account at CenterState Bank; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

None

**Submission Date and Time:** 1/6/2017 10:36 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____  Finance Dept. <u>BLM</u> , _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____  Project No. _____  WF No. _____  Budget _____  Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF CITY OF  
LEESBURG FLORIDA, CREATING AUTHORIZED  
SIGNATORIES AS REQUIRED BY CENTERSTATE BANK TO  
HONOR ALL CHECKS, DRAFTS, OR OTHER ORDERS FOR  
PAYMENT OF MONEY DRAWN IN THE NAME OF THE CITY  
OF LEESBURG; PROVIDING A SAMPLE OF SAID  
INDIVIDUALS SIGNATURE; AND PROVIDING AN EFFECTIVE  
DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**WHEREAS**, CenterState Bank., whose address is CenterState Bank., 175 Cypress Point Parkway, Palm Coast, FL 32164 has qualified as a City depository pursuant to the provisions of Chapter 280, Florida Statutes; and,

**WHEREAS**, the Commission, in and for the City of Leesburg, desires to authorize signatories as required by CenterState Bank to honor all checks, drafts and other orders for payment of money drawn in the name of the City of Leesburg on its demand deposits, time deposits and savings accounts at CenterState Bank.

**WHEREAS**, CenterState Bank has requested that the Commission provide a sample of the signatures of the City Manager, Finance Director, and Financial Reporting Manager of the City of Leesburg, Florida to facilitate the above referenced transactions.

**NOW THEREFORE, BE IT RESOLVED by the Commission, in and for the  
City of Leesburg, Florida as follows:**

1. That, the City of Leesburg hereby authorizes the signatories to honor all checks, drafts, or other orders for payment of money drawn in the name of the City of Leesburg, effective January 9, 2017, as follows:

Alfred (Al) Minner, City Manager  
City of Leesburg, Florida

James Williams, Finance Director  
City of Leesburg, Florida

Carl Plesner, Financial Reporting Manager  
City of Leesburg, Florida

2. That, CenterState Bank is being provided a sample of the signatories of the aforementioned authorized persons.



3. That, upon adoption by the Commission in open session, this resolution shall be made a part of the Public Records of the City of Leesburg, Florida, and a copy hereof shall be furnished to CenterState Bank.
4. This Resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 9th day of January, 2017.

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Mayor

ATTEST:

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City Clerk

ENTITY AUTHORIZATION

ENTITY CERTIFICATIONS. I, JAMES A WILLIAMS (Authorization Signer's name), certify that: I am a/the FINANCE DIRECTOR

(Authorization Signer's title) designated to act on behalf of CITY OF LEESBURG  
(Authorizing Entity). Authorizing Entity is a NON-PROFIT CORPORATION

(type of entity, like a "non-profit" corporation) and its Taxpayer Identification Number 59-6000362. I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy. Authorizing Entity is duly organized, validly existing and in good standing under the laws of FLORIDA and is duly qualified, validly existing and in good standing in all jurisdictions where Authorizing Entity operates or owns or leases property. Authorizing Entity has the power and authority to provide this Authorization, to confer the powers granted in this Authorization and to carry on Authorizing Entity's business and activities as now conducted. The designated Agents have the power and authority to exercise the actions specified in this Authorization and Authorizing Entity properly adopted these authorizations and appointed the Agents and me to act on its behalf. Authorizing Entity will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Authorizing Entity will be fully liable for failing to notify Financial Institution of these material changes.

☐ Authorizing Entity conducts business and other activities under the additional trade name or fictitious name of \_\_\_\_\_ and Authorizing Entity has the legal power and authority to use this trade name or fictitious name. Authorizing Entity will not use any trade name or fictitious name without Financial Institution's prior written consent and will preserve Authorizing Entity's existing name, trade names, fictitious names and franchises.

**GENERAL AUTHORIZATIONS.** I certify Authorizing Entity authorizes and agrees that: Southpoint Branch (Financial Institution) is designated to provide Authorizing Entity the financial accommodations indicated in this Authorization, subject to the Financial Institution's rules and regulations from time to time. All prior transactions obligating Authorizing Entity to Financial Institution by or on behalf of Authorizing Entity are ratified by execution of this Authorization. Any Agent, while acting on behalf of Authorizing Entity, is authorized, subject to any expressed restrictions, to make all other arrangements with Financial Institution which are necessary for the effective exercise of the powers indicated within this Authorization. The signatures of the Agents are conclusive evidence of their authority to act on behalf of Authorizing Entity. Unless otherwise agreed to in writing, this Authorization replaces any earlier related Authorization and will remain effective until Financial Institution receives and records an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of this Authorization must be accompanied by documentation, satisfactory to Financial Institution, establishing the authority for the change. Authorizing Entity agrees not to combine proceeds from collateral securing any debts owed to Financial Institution with unrelated funds.

**SPECIFIC AUTHORIZATIONS.** The following persons (Agents) are authorized to act on behalf of Authorizing Entity in fulfilling the purposes of this Authorization:

Individual's Name, Title, & if applicable, Representative Entity's Name and Relationship to Authorizing Entity	Signature or Facsimile Signature
<u>CARL PLESNER</u>	<u>X</u>
(a) <u>AL MINNER</u>	<u>X</u>
(b) <u>JAMES A WILLIAMS</u>	<u>X</u>
(c) _____	<u>X</u>
(d) _____	
(e) _____	
(f) _____	

Authorizing Entity has adopted any facsimile signatures indicated above. Financial Institution may rely on those facsimile signatures that resemble the specimens within this Authorization or the specimens that Authorizing Entity periodically files with Financial Institution, regardless of by whom or by what means the signatures were affixed.

Authorizing Entity authorizes and directs the designated Agents to act, as indicated, on Authorizing Entity's behalf to:  
(Indicate a, b, c, d, e and/or f to exercise each specific power):

A,B,C Open or close any share or deposit accounts in Authorizing Entity's name, including, without limitation, accounts such as share draft, checking, savings, certificates of deposit or term share accounts, escrow, demand deposit, reserve, and overdraft line-of-credit accounts. Number of signatures required 1.

A,B,C Enter into and execute any preauthorized electronic transfer agreements for automatic withdrawals, deposits or transfers initiated through an electronic ATM or point-of-sale terminal, telephone, computer or magnetic tape using an access device like an ATM or debit card, a code or other similar means. Number of signatures required 1.

A,B,C Enter into and execute commercial wire transfer agreements that authorize transfers by telephone or other communication systems through the network chosen by Financial Institution. Number of signatures required 1.

A,B,C Endorse for cash, deposit, negotiation, collection or discount by Financial Institution any and all deposit checks, drafts, certificates of deposit and other instruments and orders for the payment of money owned or held by Trust. Number of signatures required 1.





A,B,C Sign checks or orders for the payment of money, withdraw or transfer funds on deposit with you. If Authorizing Entity authorizes and Financial Institution accepts this power with a multiple signature limitation, Authorizing Entity agrees to waive the multiple signatures requirement for any withdrawal in a format that does not allow Financial Institution an opportunity to examine signatures. Number of signatures required 1.

A,B,C Enter into and execute a written night depository agreement, a lock-box agreement or a safe deposit box lease agreement. Number of signatures required 1.

A,B,C Borrow money or obtain other credit or financial accommodation from Financial Institution on behalf of and in the name of Authorizing Entity on the terms agreed to with Financial Institution. The designated Agents may execute and endorse promissory notes, acceptances or other evidences of indebtedness. ☐ If checked, the maximum outstanding credit limit for all available credit and financial accommodation to Authorizing Entity from Financial Institution must not exceed \$ .00. Number of signatures required 1.

A,B,C Grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Authorizing Entity now owns or may acquire in the future for the payment or performance of:

☐ **Specific Debts.** The debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, evidenced by (describe): \_\_\_\_\_

☐ **All Debts.** All debts, liabilities and obligations of every type and description owed now or in the future by Authorizing Entity to Financial Institution. Number of signatures required 1.

A,B,C Receive and acknowledge receipt for funds, whether payable to the order of Authorizing Entity or an Agent, without additional certification as to the use of the proceeds. Number of signatures required 1.

A,B,C Guaranty the payment and performance of debts, liabilities and obligations owed to Financial Institution or its successors and assigns by \_\_\_\_\_ (Borrower):

☐ **Specific Debts.** The debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, evidenced by (describe): \_\_\_\_\_

☐ **All Debts.** All debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, that Borrower owes now or in the future to Financial Institution, to the extent allowed by law. Number of Signatures required 1.

☐ **Grant a Security Interest.** The designated Agents may also grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Authorizing Entity now owns or may acquire in the future for the payment or performance of this guaranty. Number of signatures required 1.

A,B,C Periodically amend, restructure, renew, extend, modify, substitute or terminate any agreements or arrangements with Financial Institution that relate to this Authorization. Number of signatures required 1.

A,B,C Execute other agreements that Financial Institution may require, and perform or cause to be performed any further action necessary to carry out the purposes of this Authorization. Number of signatures required 1.

\_\_\_\_\_  
Other (specify) \_\_\_\_\_

\_\_\_\_\_  
Number of signatures required \_\_\_\_\_.

**INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Authorization.

**SIGNATURES.** By signing, I certify and agree to the terms contained in this Authorization on behalf of Authorizing Entity on \_\_\_\_\_  
\_\_\_\_\_. I also acknowledge receipt of a copy of this Authorization.

**Pennsylvania.** The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

**AUTHORIZATION'S SIGNERS:**

By: X \_\_\_\_\_ Date \_\_\_\_\_ By: X \_\_\_\_\_ Date \_\_\_\_\_  
Name Attest Name

<b>FOR FINANCIAL INSTITUTION USE ONLY</b>	
Acct/Loan # <u>30204911</u>	Authorization and agreement completed and effective _____.
By <u>MARIA LAVIN-SANHUDO</u>	_____ for the Financial Institution.



# AGENDA MEMORANDUM

**Item No:** 4.C.5.  
**Meeting Date:** January 9, 2017  
**From:** Travis Rima, Recreation Director  
**Subject:** Recreation Part-Time Pay Grades and Rates

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**Staff Recommendation:**

Staff recommends the Commission approve the proposed changes.

**Analysis:**

Recreation staff would like to update, simplify, and improve the part-time/temporary hiring process, timesheet submittal process, pay grades, and pay rates. The modified pay grades and rates include an all-inclusive list of duties performed by part-time staff. As part-time staff perform duties outside of the title in which they were hired, they need to be paid the appropriate rate for that job function. This can, and does, happen with the current process but the proposed changes break the pay grades and rates into simple, easy to follow, categories. Both part-time staff and supervisors will have the pay grades and rates for each job function at a glance. The proposed modifications also place the pay grades in ascending order in concurrence with the pay rates.

The modifications include the introduction of a recreation part-time/temporary employee job description that encompasses all possible part-time duties into one job description. The proposed modifications also include pay rate adjustments, some increased and some decreased. All temporary labor money is in one line of the budget; these changes do not increase or decrease the amount needed in that budget line.

This was a collaborative effort between Recreation Staff, the Budget Manager, and Human Resources Staff. All are in agreeance that these proposed changes are positive changes.

**Options:**

1. Adopt proposed changes, or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

This change does not have an effect on the current temporary labor budget.

Submission Date and Time: 1/6/2017 10:37 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised:____Not Required ____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____  Finance Dept. _____  Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____  Project No. _____  WF No. _____  Budget _____  Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, ADOPTING THE MODIFIED  
RECREATION PART-TIME TEMPORARY PAY GRADES AND  
RATES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the City Commission is hereby authorized to approve the modified  
recreation part-time temporary pay grades and rates.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 9th day of January 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Recreation Seasonal Pay Grades (effective 01/16/09)

New Title	Old Title	Skill	Pay Grade #	Rate Per Game	Rate Per Hour
Official 1	Adult Volleyball Referee Youth Basketball referee Adult Soccer Referee Youth Soccer Referee	Z	260	\$20.05	
Official 2	Youth Football Referee Adult Softball Adult Football Referee	V	264	\$22.28	
Official 3	Cap Baseball/Softball Umpire Minors Baseball Umpire Little Miss Softball Umpire Jr. Miss Softball Umpire	M	267	\$30.08	
Official 4	Majors Baseball Umpire Sr. Miss Softball Umpire Prep Softball Umpire Adult Basketball Referee	Y	261	\$40.10	
	Babe Ruth Baseball Umpire	y	261	\$40.10	
Scorekeeper	Youth Baseball Youth & Adult Softball Youth & Adult Volleyball Youth & Adult Football Youth & Adult Basketball Start Smart Instructors	W	263		\$10.02
Football Chain Gang		T	266		\$8.58
Assistant Pool Manager					\$11.36
Pool Manager		S	250		\$12.95
Lifeguard - Head		O	255		\$10.00
Water Safety Instructor		Q	252		\$9.19
Lifeguard		P	253		\$8.84
Maintenance		N	266		\$8.84
Temporary			999		

\* Enter Skill code plus G/L associated with (eg. Volleyball Referee @ gym would be Z - 8126)

Part-time/Temporary Pay Grades (Effective 1/9/17)

Title	Duties	Skill	Pay Grade	Per Game	Per Hour
Temp 1	Football Chain Gang	T	250		\$ 8.58
Temp 2	Office Assistance	AA	251		\$ 9.19
	Special Projects				\$ 9.19
	Promotional Activities				\$ 9.19
	Scorekeeper				\$ 9.19
	Adventure				\$ 9.19
	Special Events - Rentals				\$ 9.19
Temp 3	Lifeguard	P	252		\$ 9.73
	Splash Pad Attendant				\$ 9.73
Temp 4	Water Safety Instructor	W	253		\$ 10.02
	Program Instructor				\$ 10.02
	Field Maintenance (Including Tourn)				\$ 10.02
	Open Gym Attendant				\$ 10.02
	Pool Maintenance (Non-Seasonal)				\$ 10.02
Temp 5	Head Lifeguard	O	254		\$ 10.30
Temp 6	Janitorial	N	255		\$ 10.26
	PT - MEO I (Marina)				\$ 10.26
	PT - Office Specialist (Marina)				\$ 10.26
Temp 7	Assistant Pool Manager	BB	256		\$ 11.36
Temp 8	Pool Manager	S	257		\$ 12.95
Official 1	Adult Volleyball Referee	Z	270	\$ 20.05	
	Youth Basketball referee			\$ 20.05	
	Adult Soccer Referee			\$ 20.05	
	Adult Kickball Ump			\$ 20.05	
	Youth Soccer Referee			\$ 20.05	
Official 2	Youth Football Referee	V	271	\$ 22.28	
	Adult Softball			\$ 22.28	
	Rookie Baseball/Softball Umpire			\$ 22.28	
	Prep Basketball			\$ 22.28	
Temp 9	Enrichment	CC	272	\$ 25.00	
Official 3	Adult Football Referee	M	273	\$ 30.08	
	Minors Baseball Umpire			\$ 30.08	
	Adult Basketball Referee			\$ 30.08	
	10U/12U Softball Umpire			\$ 30.08	
Official 4	Majors Baseball Umpire	Y	274	\$ 35.00	
	12U/14U/16U Softball Umpire			\$ 35.00	
	Babe Ruth Baseball Umpire			\$ 35.00	





City of Leesburg  
Revision Date: 03/17/2016

## Recreation Part-time/Temporary

Pay Grade:  
Hourly Min.  
Annual Min. n/a

Hourly Max.  
Annual Max. n/a

### MINIMUM REQUIREMENTS:

Must be at least 15 years of age, depending on assigned duties. This is a temporary assignment. Will work as needed.

**The ideal candidate must** enjoy working with youth and love spending time being active. Other desired skills and traits are enthusiasm, patience, maturity, leadership, and the ability to motivate and be a good role model. Willing to fill multiple positions among various sports, activities, programs, and events.

### Successful candidates are required to:

- pass screening process and security background check
- pass drug test
- work flexible schedule (day, evening, night (late), and weekends
- have reliable transportation
- be willing and able to set up and tear down equipment and supplies and perform custodial work

### LICENSE/CERTIFICATES:

*Special Certifications and Licenses refer to state, federal, or professional certifications or licenses required entering or maintaining the job.*

Certifications **MAY** be required to perform specific duties.

- American Red Cross Lifeguard and First Aid Certification
- American Red Cross CPR/AED for the Professional Rescuer Certification
- American Red Cross Water Safety Instructor Certification (Preferred)
- American Red Cross Lifeguard Management Certification (Preferred)

### SELECTION FACTORS

#### **Nature of Work:**

This is a general description of duties and is not all-inclusive. This is temporary, entry level work assisting with recreational activities, events, and programs of the City of Leesburg's Recreation Department.

#### **Essential Job Function:**

*This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job. Performance of lower level duties may be required.*

Does related work as required, and depending on area of assignment. Work is performed under regular supervision. Responsible for the care of the children/adults in the recreation programs they are assigned to. Must be familiar with and abide by the rules and bylaws of the respective sport, league, or program. Distributes and collects equipment for games and activities. Assists in set up and tear down of program or events. Ensures that equipment and materials are clean, safe, and in proper working condition; reports any damaged and unsafe equipment or required maintenance to the appropriate recreation staff member. Assist

in instructing various recreation programs. Performs related clerical work, including, but not limited to, copying, answering telephones, providing information on recreation activities. Assist with multitude of special events and programs. Candidates must have good communication skills; be able to quickly evaluate information and make decisions and judgment calls easily; be able to resolve conflicts and negotiate while handling disputes or conflicts. Typical work schedule includes nights & weekends. Number of games is dependent upon program duration. Schedules are negotiated with Recreation staff. Performs other related duties as assigned.

May be required to perform various job assignments listed below:

Title	Duties	Skill	Pay Grade	Per Game	Per Hour
Temp 1	Football Chain Gang	T	250		\$ 8.58
Temp 2	Office Assistance	AA	251		\$ 9.19
	Special Projects				\$ 9.19
	Promotional Activities				\$ 9.19
	Scorekeeper				\$ 9.19
	Adventure				\$ 9.19
	Special Events - Rentals				\$ 9.19
Temp 3	Lifeguard	P	252		\$ 9.73
	Splash Pad Attendant				\$ 9.73
Temp 4	Water Safety Instructor	W	253		\$ 10.02
	Program Instructor				\$ 10.02
	Field Maintenance (Including Tourn)				\$ 10.02
	Open Gym Attendant				\$ 10.02
	Pool Maintenance (Non-Seasonal)				\$ 10.02
Temp 5	Head Lifeguard	O	254		\$ 10.30
Temp 6	Janitorial	N	255		\$ 10.26
	PT - MEO I (Marina)				\$ 10.26
	PT - Office Specialist (Marina)				\$ 10.26
Temp 7	Assistant Pool Manager	BB	256		\$ 11.36
Temp 8	Pool Manager	S	257		\$ 12.95
Official 1	Adult Volleyball Referee	Z	270	\$ 20.05	
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	Adult Kickball Ump			\$ 20.05	
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Official 2	Youth Football Referee	V	271	\$ 22.28	
	Adult Softball			\$ 22.28	
	Rookie Baseball/Softball Umpire			\$ 22.28	
	Prep Basketball			\$ 22.28	
Temp 9	Enrichment	CC	272	\$ 25.00	
Official 3	Adult Football Referee	M	273	\$ 30.08	
	Minors Baseball Umpire			\$ 30.08	
	Adult Basketball Referee			\$ 30.08	
	10U/12U Softball Umpire			\$ 30.08	
Official 4	Majors Baseball Umpire	Y	274	\$ 35.00	
	12U/14U/16U Softball Umpire			\$ 35.00	
	Babe Ruth Baseball Umpire			\$ 35.00	

**EXAMPLES OF MACHINES, TOOLS OR EQUIPMENT USED:**

Handles or uses machines, tools, or equipment that requires brief instruction or experience such as computer, calculator, fax machine, copier and scanner; telephone, mobile or portable radio; automobile; scoreboard panels.

**SUPERVISION RECEIVED:**

Athletic Supervisor, Recreation Supervisor, Recreation Manager, Director of Recreation

**DIRECTION EXERCISED:**

Volunteers

**AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

**PHYSICAL AND DEXTERITY REQUIREMENTS:** *Physical and dexterity refers to the requirement for physical exertion and coordination of limb and body movement.*

Requires medium work that involves walking, standing, stooping, jumping, stretching, lifting much of the time, exerting 40 pounds of force on a recurring basis, and exceptional skill, adeptness, and speed in the use of fingers, hands, or limbs in tasks involving very close tolerances or limits of accuracy.

**ENVIRONMENTAL HAZARDS:** *Environmental hazards refers to the job conditions that may lead to injury or health hazards even though precautions have been taken.*

The job risks exposure to extreme heat, wet or humid conditions, extreme noise levels, and toxic/caustic chemicals.

**SENSORY REQUIREMENTS:** *Sensory ability refers to hearing, sight, touch, taste, and smell required by the job.*

The job requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of smell, depth perception, and texture perception.

**ADA COMPLIANCE**

The City of Leesburg is an Equal Opportunity Employer. ADA requires the City to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

**SPECIAL PROVISIONS:**

Must be available to call to duty at any time for system emergencies except authorized vacations and sick leave.

**Residency Requirements:** None

**Assigned City Vehicle:** Yes: \_\_\_\_ No:   X  

**Exempt/Non-Exempt Employee Status:** *All position in the City are classified as either exempt or non-exempt (in compliance with Federal Law) for pay administration purposes.*

**\*This class is FLSA non-exempt.**

\_\_\_\_\_  
**Department Head (Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Supervisor (Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Human Resources Director  
(Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

I acknowledge receipt of a copy of this job description. I understand that I am responsible for performing the duties listed here as well as other duties assigned by my supervisor or higher-level manager. My signature does not mean that I necessarily agree with this document, only that I was given a copy and advised of my job duties and responsibilities.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Date**



# AGENDA MEMORANDUM

**Item No:** 4.C.6.

**Meeting Date:** January 9, 2017

**From:** DC Maudlin, Public Works Director

**Subject:** Execution of a Joint Participation Agreement with the FDOT for landscaping at the US Highway 27 @ US Highway 441 intersection.

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## Staff Recommendation:

Staff recommends execution of a Joint Participation Agreement (JPA) with the FDOT accepting \$250,000 for landscaping at the US Highway 27 @ US Highway 441 intersection.

## Analysis:

The City Commission approved \$250,000 in the FY 2016 budget for a gateway feature at the US Highway 27 @ US Highway 441 intersection. The gateway concept was approved at the October 10, 2016 Commission meeting. Staff also reported that FDOT had approved a request for landscape grant funding in the amount of \$250,000, bringing the total project budget to \$500,000. Acceptance of the FDOT grant requires execution of a Joint Participation Agreement. This grant will pay for installation of trees and shrubs at the US Highway 27 @ US Highway 441 intersection. The grant will not pay for installation of the irrigation system or for sodding.

## Options:

1. Execute the JPA with FDOT or,
2. Such alternative action as the Commission may deem appropriate.

## Fiscal Impact:

Agreement provides \$250,000 FDOT landscaping grant for landscaping at the US Highway 27 @ US Highway 441 gateway intersection.

**Submission Date and Time:** 1/6/2017 10:37 AM

Department: Public Works Prepared by: DC Maudlin Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes X No <input type="checkbox"/>  Revised 6/10/04	Reviewed by: Dept. Head DCM  Finance Dept. _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>031-0000-334-4911</u>  Project No. _____  WF No. _____  Budget _____  Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE A JOINT PARTICIPATION AGREEMENT  
WITH THE FDOT FOR LANDSCAPING AT THE US HIGHWAY  
27 @ US HIGHWAY 441 INTERSECTION; AND PROVIDING AN  
EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the Mayor and City Clerk are hereby authorized to execute a Joint Participation Agreement with the Florida Department of Transportation, whose address is 719 South Woodland Blvd, M.S. 4-520, Deland, Florida 32720-6834 for Landscaping Improvements on State Road 500/US 441 within seven medians between south of Griffin Road and Marion Street, said project being known as FM #439957-1-58-01.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 9th day of January 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

<b>Financial Management No.:</b> <b>439957-1-58-01</b> <b>Agency: City of Leesburg</b> <b>Contract No:</b>	<b>Fund: DS    Activity: 215</b>  <b>Contract Amount: \$250,000.00</b>	<b>FLAIR Approp: 088716</b> <b>FLAIR Obj: 563000</b> <b>Org. Code: 55054010508</b> <b>Vendor No.: F596000362 006</b>
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**JOINT PARTICIPATION AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE CITY OF LEESBURG**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF LEESBURG**, a Florida Municipal Corporation) (hereinafter referred to as the LOCAL GOVERNMENT),

**WITNESSETH:**

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto as Exhibit “G” and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the “Landscaping Improvements on State Road 500/US 441 within Seven (7) Islands and Medians between South of Griffin Road and Marion Street”, in the DEPARTMENT’S Fiscal Year 2016/2017, said Project being known as FM #439957-1-58-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and;

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

**1. TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by January 31, 2018, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

**2. SERVICES AND PERFORMANCES**

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining the material shown in the Landscape Plan for the duration of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference



made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in Exhibit "D" hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit "D", the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. The landscaping design shall meet the DEPARTMENT'S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase "curb appeal". Shrubs can be used when and where they are part of the best design solution.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for the landscaping described herein and this Agreement is deemed to constitute a permit for said work.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030, Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager at the address listed on Page 14. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility

for the plans, however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Point of Contact listed on page 14, or from an appointed designee. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

G. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be five (5) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

H. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and Exhibit "E", the LOCAL GOVERNMENT may hire an experienced qualified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

I. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the \Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform

independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

J. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

K. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

L. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

M. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

N. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit "F". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

### **3. MAINTENANCE**

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department's Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due

care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT'S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Design Standards Index Series 600, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways,

and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time.

- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining.
- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

#### **4. COMPENSATION AND REIMBURSEMENT**

A. Project Cost: The total estimated cost of the Project is **\$250,000.00 (Two Hundred Fifty Thousand Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit “A” – Scope of Services. The Method of Compensation is included in Exhibit “B” attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$250,000.00 (Two Hundred Fifty Thousand Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT’S DEPARTMENT accepted plans and in Exhibit “A”, Scope of Services. No work may be performed in the Department’s Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’S participation. Travel costs will not be reimbursed.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 439957-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Scope of Services. Deliverables must be received and accepted in writing by the Department’s Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the

required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of



the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT’S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

## **5. COMPLIANCE WITH LAWS**

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL

GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

## **6. TERMINATION AND DEFAULT**

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

## **7. MISCELLANEOUS**

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

D. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

**DEPARTMENT**

**Point of Contact:**

Holly Lopenski  
Program Coordinator  
719 South Woodland Boulevard, M.S. 4-520  
DeLand, Florida 32720-6834  
PH: (386) 943-5520  
[holly.lopenski@dot.state.fl.us](mailto:holly.lopenski@dot.state.fl.us)

Richard Grooms  
Design Project Manager/MS 3-510  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834  
PH: (386) 943-5374  
[richard.grooms@dot.state.fl.us](mailto:richard.grooms@dot.state.fl.us)

Vince Vacchiano  
Construction Project Manager/MS 3-506  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834  
PH: (386) 943-5406  
[vincent.vacchiano@dot.state.fl.us](mailto:vincent.vacchiano@dot.state.fl.us)

**LOCAL GOVERNMENT**

DC Maudlin  
Director of Public Works  
550 South 14<sup>th</sup> Street  
Leesburg, Florida 34749  
352-435-9442  
[dc.maudlin@leesburgflorida.gov](mailto:dc.maudlin@leesburgflorida.gov)

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the DEPARTMENT has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF LEESBURG**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

As approved by the Board on:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Local Government Attorney

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Name: Frank J. O'Dea, P.E.  
Title: Director of Transportation Development

Attest:

\_\_\_\_\_  
Executive Secretary

Legal Review:

\_\_\_\_\_

Financial Provisions Approval by  
The Office of the Comptroller on:

June 7, 2016

Authorization Received from the Office of  
the Comptroller as to Availability of Funds:

\_\_\_\_\_

## **Exhibit “A”**

### **SCOPE OF SERVICES**

#### **Financial Management Number: 439957-1-58-01**

##### Project Description and Limits of Construction:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of State Road 500/US 441 within Seven (7) Islands and Medians between South of Griffin Road and Marion Street (Section 11040100: Milepost 0.100 to Milepost 0.230; Section 11040000: Milepost 4.540 to Milepost 4.620; and Section 11010047: Milepost 0.090 to Milepost 0.190). The LOCAL GOVERNMENT will also be responsible for construction engineering and inspection.

The landscaping design shall meet the DEPARTMENT’S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase “curb appeal”. Shrubs can be used when and where they are part of the best design solution.

Any and all other work to be performed within the Department’s Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within Department Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the Department.

##### Deliverables:

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the approved plans, the Special Provisions set forth in this Agreement (Exhibit “E” hereto), and the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time.

The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’S participation.

- The Local Government will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The Local Government will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.
- The Local Government will be responsible for fertilizing all trees, palms, and plants.
- The Local Government will purchase, supply and spread organic Mulch on all new plant beds.

- The Local Government will be responsible for staking of all trees planted.
- The Local Government will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The Local Government will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The Local Government will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit "D".

Any proposed additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project, and not reimbursable under this Agreement, shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review by the DEPARTMENT. Upon final acceptance by the DEPARTMENT, this Agreement shall be amended to include said plans in the Agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the City hereby approves and delegates to Al Minner, City Manager, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the plans.

No work shall be undertaken on the Project until a written Notice to Proceed has been issued by the Department.



## **Exhibit “B”**

### **METHOD OF COMPENSATION**

#### **Financial Management Number: 439957-1-58-01**

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit “A” (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **\$250,000.00 (Two Hundred Fifty Thousand Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

**Exhibit “C”**

**ESTIMATED PROJECT PRODUCTION SCHEDULE**

**Financial Management Number: 439957-1-58-01**

Advertises for bids	<b>April 3, 2017</b>
Bids Construction (bid opening)	<b>May 4, 2017</b>
Select Construction Firm (BCC approval)	<b>May 22, 2017</b>
Give NTP	<b>May 26, 2017</b>
Earliest Construction Start	<b>June 5, 2017</b>
Latest Construction Finish	<b>November 8, 2017</b>
Construction Contract Closeout	<b>December 30, 2017</b>
Final Invoice and Closeout Documentation to the Department	<b>January 31, 2018</b>

## **Exhibit “D”**

### **TERMS & CONDITIONS OF CONSTRUCTION**

#### **Financial Management Number: 439957-1-58-01**

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit “A”). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT

and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The DEPARTMENT shall have the right, but

not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the

FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-00). The “as-built” plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT’S Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

19. The Special Provisions set forth in Exhibit “E” hereto shall apply to this Agreement and to all work on the Project.

## **Exhibit “E”**

### **SPECIAL PROVISIONS**

#### **Financial Management Number: 439957-1-58-01**

##### **Subletting or Assignment of Contracts:**

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the LOCAL GOVERNMENT. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the DEPARTMENT for this purpose. With the Engineer’s acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable by the LOCAL GOVERNMENT for purposes of the LOCAL GOVERNMENT’s consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the LOCAL GOVERNMENT is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the LOCAL GOVERNMENT will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. Upon request, furnish the LOCAL GOVERNMENT with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The LOCAL GOVERNMENT recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

##### **Illicit Discharge Training**

All persons employed by the Contractor or Subcontractors working within the DEPARTMENT’s FDOT right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

##### **Landscaping Provisions (Section 580)**

###### **580-1 Description.**

Install landscaping as indicated in the Contract Documents.

###### **580-2 Materials.**

###### **580-2.1 Plants:**

**580-2.1.1 Sizes:** Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

**580-2.1.2 Grade Standards and Conformity with Type and Species:** Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained until final acceptance.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, certify to the Engineer (or Landscape Architect) that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

**580-2.1.3 Inspection and Transporting:** Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer (or Landscape Architect).

**580-2.2 Water:** Meet the requirements of Section 983.

**580-2.3 Mulching:** Use of cypress mulch is prohibited.

### **580-3 Installation.**

**580-3.1 Delivery:** All materials must be available for inspection before installation and will be subject to approval or rejection.

**580-3.2 Layout:** Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's (or Landscape Architect's) review, prior to excavation or planting.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's (or Landscape Architect's) written approval.

**580-3.3 Soil Drainage:** All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer (or Landscape Architect) of drainage or percolation problems before plant installation.

**580-3.4 Planting:** Meet the requirements of the Design Standards, Index No. 544.



**Exhibit "F"**

**NOTICE OF COMPLETION**

**JOINT PARTICIPATION AGREEMENT**

Between

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
and the CITY OF LEESBURG**

**PROJECT DESCRIPTION:** Landscaping Improvements on State Road 500/US 441 within  
Seven (7) Islands and Medians between South of Griffin Road and Marion Street

**FINANCIAL MANAGEMENT ID#**439957-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**LANDSCAPE ARCHITECT'S CERTIFICATION OF SUBSTANTIAL  
COMPLIANCE**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit “G”**

**RESOLUTION**

**Financial Management Number: 439957-1-58-01**



# AGENDA MEMORANDUM

**Item No:** 4.C.7.

**Meeting Date:** January 9, 2017

**From:** J. Andi Purvis, City Clerk

**Subject:** Release of the Automatic, Statutory Reservation of Petroleum and Mineral Rights on Property located at 1600 County Road 470

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**Recommendation:**

Adopt the proposed resolution to release the automatic, statutory reservation of petroleum and mineral rights under Chapter 270.11(1), Florida Statutes (2016).

**Analysis:**

Property at 1600 County Road 470, Leesburg, Florida is currently under contract for sale and purchase between the City of Leesburg and 470 Leesburg, LLC.

**Options:**

1. Adopt the proposed Resolution; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

There is no fiscal impact to the City from adoption of this Resolution.

**Submission Date and Time:** 1/6/2017 10:37 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____  Finance Dept. _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____  Project No. _____  WF No. _____  Budget _____  Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE RELEASE OF THE AUTOMATIC STATUTORY RESERVATION OF PETROLEUM AND MINERAL RIGHTS UNDER CHAPTER 270.11(1), FLORIDA STATUTE (2016) ON PROPERTY LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN THE ATTACHED EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

**THAT**, based on the petition of the prospective purchaser of the property, the Mayor and City Clerk are authorized and directed to release the automatic, statutory reservation of petroleum and mineral rights under Chapter 270.11(1), Florida Statutes (2016), on the property lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida, as described on the attached Exhibit "A", pursuant to the contract for sale and purchase between the City of Leesburg and 470 Leesburg, LLC. The release of the mineral and petroleum interests is justified by the proximity of the property to County Road 470 and the Florida Turnpike, which precludes its use for mining and extraction of minerals.

**THAT** this resolution shall become effective upon its passage and adoption according to law.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 9th day of January, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# TITLE SEARCH REPORT

## Exhibit A

*Fund File Number:* 386310

### PARCEL 1: (10 ACRE SALE DESCRIPTION)

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, OF LAKE COUNTY, FLORIDA; THENCE RUN S.00°39'37"W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 150.50 FEET TO THE INTERSECTION OF SAID QUARTER SECTION LINE AND THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470 AS IT EXISTS IN SEPTEMBER OF 2016, SAID INTERSECTION BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING, RUN N.89°36'42"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 673.37 FEET; THENCE DEPARTING THE RIGHT OF WAY OF COUNTY ROAD 470, RUN S.00°23'08"W A DISTANCE OF 508.57 FEET; THENCE, RUN S.89°32'21" E. A DISTANCE OF 923.49 FEET TO A CURVE ON THE WESTERLY RIGHT OF WAY OF A 50 FOOT WIDE ENTRANCE ROAD, SAID CURVE HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 298.99 FEET AND A DELTA ANGLE OF 32°37'48"; THENCE RUNNING WITH THE CHORD BEARING OF SAID CURVE N.15°52'16"W. A CHORD DISTANCE OF 249.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE WESTERLY RIGHT OF WAY OF SAID ENTRANCE ROAD; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY N.00°26'37"E. A DISTANCE OF 226.51 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470; THENCE ALONG AFOREMENTIONED RIGHT OF WAY, RUN N.89°36'42"W. A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

### PARCEL 2: (RIGHT OF FIRST REFUSAL DESCRIPTION)

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, OF LAKE COUNTY, FLORIDA; THENCE, RUN S.00°39'37"W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 150.50 FEET TO THE INTERSECTION OF SAID QUARTER SECTION LINE AND THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470 AS IT EXISTS IN SEPTEMBER OF 2016; THENCE, RUN N.89°36'42"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 673.37 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, RUN N.89°36'42"W. A DISTANCE OF 501.21 FEET TO A POINT OF CURVATURE OF THE EASTERLY RIGHT OF WAY OF THE FLORIDA TURNPIKE, THE CURVE OF SAID TURNPIKE RIGHT OF WAY HAVING AN ARC LENGTH OF 213.14 FEET, A RADIUS OF 137.26 FEET, AND A DELTA ANGLE OF 88°58'18"; THENCE, RUN WITH THE CHORD BEARING OF SAID CURVE S.43°11'28"W. A CHORD DISTANCE OF 192.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE ALONG SAID EASTERLY TURNPIKE RIGHT OF WAY, RUN S.01°17'14"E. A DISTANCE OF 1032.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.89°18'03"E. A DISTANCE OF 1268.91 FEET; THENCE, RUN N.00°41'57"E. A DISTANCE OF 671.59 FEET; THENCE, RUN N.89°32'21"W. A DISTANCE OF 670.93 FEET; THENCE, RUN N.00°23'08"E. A DISTANCE OF 508.57 FEET TO THE POINT OF BEGINNING.



# AGENDA MEMORANDUM

**Item No:** 5A.

**Meeting Date:** January 9, 2017

**From:** Dan Miller, Planning and Zoning Manager

**Subject:** Façade, Sign and Landscape Grant Ordinance (FSL)

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## **Staff Recommendation**

Staff recommends approval of the attached Façade, Sign and Landscape Ordinance to assist property owners in the City's major corridor areas in beautification of the corridors through replacement of non-conforming signs, facades and landscapes.

## **Analysis**

The Façade, Sign and Landscape program will encourage private investment in visible exterior property, building and sign improvements, that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as \$20,000. The program will be funded through a combination of CRA, and General Revenue sources. Funds may be appropriated annually by the City Commission and funding shall be available on a first come first serve basis. The program may be subject to the availability of funds, as determined by the City Commission. All FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations. All grant awards are discretionary and are subject to funding limitations, competing applications and/or competing priorities.

Funding for the program will be available to business and/or building owners that are located within the targeted districts, as shown on Exhibit A. These districts are generally described as property with frontage on the City's Major Corridors, including US 441, US 27, Dixie Avenue, Main Street, and South Street.

## **Options**

1. Approve the FSL ordinance as presented; or
2. Such alternative action as the Commission may deem appropriate.

## **Fiscal Impact**

Over time, it is expected that the value of each property improved under this grant program will increase, thereby incrementally increasing general fund revenues through higher assessed values. The current budget includes \$57,865 (\$50,000 included in the original budget and \$7,865 that will be rolled over from the prior fiscal year) in the Hwy 441/27 CRA and \$101,754 (\$50,000 included in original budget and \$51,765 that will be rolled over from the prior fiscal year) in the Greater Leesburg CRA.

Submission Date and Time: 1/6/2017 10:37 AM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&amp;Z Manager</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. <u>MWR</u> Submitted by: _____ City Manager _____	Account No. <u>016-6189-559-821x</u> & <u>018-6191-559--821x</u> Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, DELETING §2.168.1 AND §2.168.2 AND CREATING §7-170 OF THE CITY OF LEESBURG CODE OF ORDINANCES, ESTABLISHING A FACADE, SIGN AND LANDSCAPE GRANT PROGRAM; EXPRESSING THE PURPOSE, ELIGIBLE LOCATIONS; CREATING AN APPLICATION PROCESS AND CRITERIA; SETTING FORTH REQUIREMENTS AND CONDITIONS; IMPLEMENTING PROCEDURES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

**SECTION I.**

§2.168.1 and §2.168.2 are hereby repealed and §7-170 of the Code of Ordinances of the City of Leesburg, Florida, is hereby created to read as set forth below:

**A. PURPOSE, COMPLIANCE AND DISCRETION**

1. The City of Leesburg's Façade, Signage and Landscaping Improvement Grant Program (FSL Grant) is designed to encourage private investment in visible exterior property, building and sign improvements, that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as \$20,000. Funds may be appropriated annually by the City Commission and funding shall be available on a first come first serve basis. However, the program may be subject to the availability of funds, as determined by the City Commission.
2. FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations.
3. Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

**B. ELIGIBILITY REQUIREMENTS**

1. The FSL Grant Program is available to businesses and/or building owners that are located within the target districts, as specified in Exhibit "A". These districts include areas within the City's CRA boundaries that have frontage on roadways to include U.S.27, U.S. 441, Main Street, plus all properties fronting Dixie Avenue and South Street. Businesses must be properly licensed through the City's Occupational Licensing Division and applicants must be a permitted/conforming use within the district.



2. Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with this grant assistance.

### **C. ELIGIBLE IMPROVEMENTS**

1. The FSL Grant Program shall provide matching funds for exterior (street side) improvements that are consistent with and further the implementation of the Land Development Code, respective CRA Redevelopment Plans and the City Comprehensive Plan. Funds may be used for the following illustrative improvements:
  - a. Replacement of windows and doors;
  - b. Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with other major exterior improvements such as roof line changes, dormers, gable.
  - c. New signs as part of an overall improvement program for an existing improved property and removal of existing non-conforming and blighted signs;
  - d. Landscaping when associated with a Façade Renovation Program, replacement of a non-conforming sign, or an overall improvement program for an existing improved property;
  - e. Exterior architectural amenities (e.g., addition or improvement of balconies, porches or arcades);
  - f. Awnings and shutters;
  - g. Other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis)
  - h. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

\*NOTE: All architectural designs, materials and colors must be consistent with the historic and architectural heritage of the City of Leesburg Code of Ordinances adopted under Ordinance 16-35 Architectural Design Standards and Ordinance 03-112 Historic District Ordinance and Guidelines.

### **D. NON-ELIGIBLE IMPROVEMENTS**

1. The FSL Grant Program cannot be used to fund interior renovations or roof repair, other maintenance items and cannot be used to renovate a non-conforming sign, unless the sign is being brought into conformity.

### **E. AVAILABLE FUNDING AND MATCHING REQUIREMENT**

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5 projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.
2. All sign and landscaping grants shall be funded 80% by the City and 20% by the applicant. The City's portion shall not exceed \$20,000 for sign and landscaping grants. For sign, landscaping and façade grants, or façade grant only, 80% shall be

funded by the City and 20% by the applicant. The City's portion shall not exceed \$20,000.

**F. APPLICATION PROCESS AND DEADLINE**

1. Applications will be accepted on a first come, first served basis.
2. As long as the FSL Grant Program is funded, there will be an annual grant cycle commencing on October 1<sup>st</sup> of each year. All applications for funding shall be due on November 15<sup>th</sup>, or the next immediate workday if the day is a holiday or weekend. Other grant cycles may be considered by the City as funding allows.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, the City will announce an additional cycle with an opening and closing application deadline.
4. The following application process shall be used for all grant applications submitted under this section:
  - a. The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:
    - i. City Hall – 501 West Meadow Street;
    - ii. Planning and Zoning Department - 204 South Fifth Street;
    - iii. The Leesburg Area Chamber of Commerce- 103 South 6<sup>th</sup> Street; and
    - iv. The City of Leesburg website at [www.leesburgflorida.gov](http://www.leesburgflorida.gov).
  - b. The applicant completes the application and submits it to the City for review and consistency with the CRA Redevelopment Plan, the Land Development Code, and any other applicable plans. The application package includes the following:
    - i. Completed application;
    - ii. Proof of ownership of the property;
    - iii. Proof of paid property taxes (current and prior years);
    - iv. Copy of occupational license (current)
    - v. Copy of an estimate for the work to be completed
    - vi. Photos of area to be improved
    - vii. Other information as needed to ensure all proposed work will be performed to meet the guidelines herein.
  - c. The applicant is responsible for all building and other permits and fees which are associated with the proposed project.
  - d. Applicants are advised to submit a complete application and all supporting materials pursuant to the instructions in the packet. Incomplete applications may not be reviewed.
  - e. The FSL Committee shall review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City

Commission for final grant consideration. The Commission shall approve, approve with modifications or deny the funding application.

- f. The FSL Committee shall consist of three (3) individuals, to include the City Manager or Deputy City Manager, the Planning and Zoning Manager, and the Housing Director.
- g. The City Commission shall have sole authority to award FSL grants. If a grant application is denied, the applicant may reapply in the next funding cycle. The Commission's decision shall be final.
- h. Please note that applications must be review and approved before façade, sign or landscaping construction work begins. Grants will not be awarded to improvement projects that are under construction or completed prior to grant application.
- i. For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.
- j. The City of Leesburg is required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the City. This information is confidential and will only be used for informational return reporting purposes. Grant recipients must sign and return a W9 form to the City before funds can be distributed.
- k. Upon completion of the improvements, final inspection and approval by the City and issuance of a certificate of occupancy (if applicable), the applicant submits a "reimbursement package" to the City which includes the following:
  - i. Completed reimbursement form (provided by the City);
  - ii. Copies of applicable invoices or receipts;
  - iii. Proof of payment for improvements; and,
  - iv. Before/After photos of the improvements.
  - v. Other information as needed by staff to ensure that the project was completed per the requirements herein.
- l. Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission.
- m. Acceptable documentation is defined as paid invoices/statements and/or schedule of values from vendors clearly detailing the work done, accompanied by copies of the cancelled check(s) showing payment accompanied by a vendor. Extensions shall only be granted by the Commission.

- n. If the project is not completed, is not approved in its final inspection, or does not receive its certificate of occupancy (if applicable) within one year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Extensions shall only be granted by the Commission.

#### **G. RECURRING FSL GRANT APPLICATIONS**

1. FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds (\$15,000) within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.

#### **H. FLS GRANT IMPROVEMENT RANKING CRITERIA**

The following selection criteria may be used to review and rate applications for the FSL Improvement Grant Program. Criteria are derived from the goals and objectives of the City's adopted Redevelopment Plan(s), as well as the City's adopted Comprehensive Plan. Criteria are weighted with a maximum score of 100 points.

1. **Streetscape Aesthetics and Functionality and Quality of Design** (Up to 30 Points) – Degree to which the proposed project enhances the streetscapes of Leesburg, including the addition or enhancement of display windows, awnings, landscaping, handicapped accessibility and architectural amenities such as arcades, balconies and porches. Point are awarded for achieving the goals of the Redevelopment District, the Comprehensive Plan and remedying non-conformities.
2. **Conformity to City Regulations and Redevelopment Goals** (Up to 25 Points) – Degree to which the proposed project promotes the character of Leesburg and promotes redevelopment goals through the use of urban design principles, site design, architecture, materials, color, landscaping and other visual elements.
3. **Removal of Slum and Blight and Positive Impact to Neighborhood** (Up to 25 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg.
4. **Historic Preservation and Materials** (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.
5. **Previous Grant Assistance** (Up to 5 Points) – Applicants who have not been awarded the grant in the previous two years are eligible for five (5) points.

#### **I. DISCLAIMER:**

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The City of Leesburg, not its affiliates, shall be responsible for planning, design, or construction of improvements to property that is owned by the applicant. No

warranties or guarantees are expressed or implied by the description of, application for, or participation in the Façade, Signage and Landscaping Improvement Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding

## **SECTION II.**

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

## **SECTION III.**

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

## **SECTION IV.**

This Ordinance shall become effective upon its passage and adoption according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
J. Andi Purvis, City Clerk

Exhibit A

